



MEMORANDUM

Agenda Item No. 13(A)(1)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: September 18, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing settlement
with Florida Gas Transmission
Company, LLC (FGT), accepting
\$295,253.00 as compensation
to the County

The accompanying resolution was placed on the agenda by the County Attorney's Office.

A handwritten signature in black ink, appearing to read 'RAC', is written over a horizontal line.

R. A. Cuevas, Jr.
County Attorney

RAC/Imp

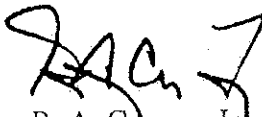


MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: September 18, 2012

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 13(A) (1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 13(A) (1)

9-18-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SETTLEMENT WITH FLORIDA GAS TRANSMISSION COMPANY, LLC, (FGT), ACCEPTING \$295,253.00 AS COMPENSATION TO THE COUNTY FOR CONVEYANCE OF CERTAIN COUNTY EASEMENTS TO FGT FOR THE CONSTRUCTION AND OPERATION OF PIPELINE FACILITIES AND ACCEPTING PARTIAL SUBORDINATION OF FGT'S INTERESTS IN CONNECTION WITH COUNTY'S CONSTRUCTION OF NW 74TH STREET PROJECT

WHEREAS, this Board, by Resolution No. R-1033-10 dated October 5, 2010, previously authorized Miami-Dade County ("County") to agree to the conveyance of certain easements to Florida Gas Transmission Company, LLC ("FGT") in connection with the eminent domain proceeding filed by FGT for its construction, expansion and operation of its interstate national gas transmission pipeline facility within the County, contingent upon final compensation to be paid to the County for such easements to be determined and approved by this Board; and

WHEREAS, in addition to the easement parcels involved in the eminent domain case, FGT seeks the conveyance by the County of an additional permanent easement for the construction of its pipeline facility to be located in the land and under the terms described in the Easement, attached as Exhibit A, which is currently the subject of a temporary permit issued by Miami-Dade Transit attached as Exhibit B; and

WHEREAS, the County needs to obtain from FGT the partial subordination of FGT's interests over easement land owned by FGT, pursuant to the terms and over the land as set forth in Exhibit C, for the County's construction, improvement, operation and maintenance of N.W. 74th Street, in Miami-Dade County, Florida; and

WHEREAS, FGT has offered to globally settle pending issues between FGT and County by paying the County the total sum of \$295,253.00 for the County's conveyance of easements, on the terms set forth in the attached Settlement Agreement and Settlement Summary Sheet, attached as Exhibits D and E, and the County Attorney recommends such settlement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board ratifies and adopts the matters set forth in the foregoing recitals.

Section 2. This Board authorizes the County Attorney to compromise and settle on behalf of the County the conveyance of easement interests to FGT, and the acceptance of FGT's partial subordination of its interests to the County, including payment to the County of \$295,253.00, all as set forth in Exhibit E.

Section 3. As part of such global settlement, this Board authorizes the County Mayor or County Mayor's designee to execute the Easement attached as Exhibit "A," and to execute and accept the Encroachment Agreement from FGT attached as Exhibit "C," in substantially the forms attached hereto, and to exercise the provisions contained therein.

Section 4. Pursuant to Resolution R-974-09, the Board directs the County Mayor or the Mayor's designee to record the instruments of conveyance accepted or granted herein in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the instruments to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy of same together with this resolution.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of September, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Debra Herman

Instrument Prepared By and Return To:
Right of Way Department
Florida Gas Transmission Company, LLC
1410 Tech Blvd.
Tampa, Florida 33619

Grantee:
Florida Gas Transmission Company, LLC
5051 Westheimer Road
Houston, Texas 77056

Affected Folio No.: 22-3010-010-0010

NATURAL GAS PIPELINE EASEMENT

PARCEL NO: FL-DADE-028

The undersigned, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, ("Grantor") whose principal mailing address is at 111 NW 1st Street, Miami, Florida 33128, for and in consideration of the sum of Ten Dollars (\$10.00) and other value consideration, the receipt and sufficiency of which are hereby acknowledged, grants and conveys to **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("Grantee"), whose principal mailing address is at 5051 Westheimer Road, Houston, Texas 77056 and to Grantee's successors and assigns, a nonexclusive perpetual easement solely for the construction and installation by guided boring, directional drilling and/or other trenchless technology, and thereafter replace by guided boring, directional drilling and/or other trenchless technology and maintain, abandon in place, operate, inspect, test, and repair (collectively "Pipeline Operations") an underground pipeline and subsurface appurtenances thereto, solely for the transportation of natural gas (collectively "Pipeline Facilities"), as well as the right to maintain, inspect, test, and repair same (collectively "Pipeline Operations"), over, under and through and upon a parcel of land owned by the Grantor and described in Exhibit "A" attached hereto and made a part hereof, subject to the restrictions herein. The location of the Easement is defined on Exhibit "A-1" attached hereto, and is more particularly described as a fifteen-foot (15') wide permanent easement comprised of a subsurface easement component ("Subsurface Easement") and a surface easement component ("Surface Easement") as described herein and jointly referred to as the "Permanent Easement" or "Natural Gas Pipeline Easement."

The Subsurface Easement component of the Permanent Easement shall be the exclusive right to conduct Pipeline Operations for the Pipeline Facilities within the Easement area at a depth of twenty-five feet (25') or greater below the surface, for the purpose of the construction of the Pipeline Facilities within the Subsurface Easement solely by guided boring, directional drilling and/or other trenchless technology.

The Surface Easement component shall consist of the non-exclusive right of ingress and egress over the Surface Easement Area, at any time, for the purpose of maintenance, operation, inspection, and/or testing of the underground Pipeline Facilities. Notwithstanding the foregoing, prior to entering upon the area within the easement depicted in Exhibit "A-1," (the "Restricted Area"), except in case of an emergency involving the Pipeline Facilities, Grantee must 1) first obtain written approval from Grantor no less than 15 days prior to entering said area, which may be withheld or conditioned in Grantor's reasonable discretion, which must be obtained no less than 15 days prior to entering said area, and 2) pay in advance for Grantor's flagman/and or safety personnel to be present for as long as Grantee requires such access within the Restricted Area.

Pursuant to the Surface Easement component, Grantee may place pipeline markers, safety markers or boxes and guiding cables (collectively the "Pipeline Markers") in the Easement area during the installation of the underground pipeline, as required by applicable law and regulation at the time of installation.

No other activity or improvement by Grantee, either temporary or permanent, shall be permitted in the Surface Easement Area, unless specifically provided herein.

Nothing in this Permanent Easement shall adversely impact the Grantor's or any tenant's rights to utilize the Surface Easement area for surface parking and any other uses not inconsistent with the terms, conditions and provisions of this Natural Gas Pipeline Easement. Grantor reserves the right and may continue to use the property within the Surface Easement area, the airspace above the Surface Easement Area, as well as the property directly under the Surface Easement area and over the Subsurface Easement to a depth of twenty five feet (25') below the surface for any purposes that do not directly interfere with the rights acquired by Grantee hereunder.

As further consideration for the payment made by Grantee hereunder, Grantor and Grantee further agree with respect to the Pipeline Facilities and Pipeline Operations, that:

1. Grantee will install the Pipeline Facilities at a minimum depth of thirty-two feet (32') below the existing surface. However, Grantor shall not permanently reduce the post-construction depth of cover over the Pipeline Facilities below twenty-five feet (25') of the existing grade.

2. Before any excavation of the Surface Easement, the Grantee shall notify the Sunshine State One Call.

3. All notices, requests, demands, and other communications which are required or may be given under this Permanent Easement shall be in writing and shall be deemed to be duly given when received if personally delivered or if sent by certified mail to each party indicated below and addressed as follows:

To Grantor

The Director
Miami-Dade County Transit Department
701 NW 1st Court,
Miami, Florida 33136

The Director
Miami-Dade Water and Sewer Department
3701 SW 38th Avenue
Miami, Florida 33146

To Grantee

Erik Breittinger
Panhandle Energy
5051 Westheimer Road
Houston, Texas 77006

4. Nothing contained in this Natural Gas Pipeline Easement shall be deemed to be or create a gift or dedication of any portion of the Permanent Easement to the general public. Further, notwithstanding anything contained herein to the contrary, any and all rights granted herein to Grantee shall be exercised by Grantee so as to minimize, within reason, any interference with the Grantor's and other's use of the Surface Easement area and surrounding Lands of the Grantor, and shall be exercised by Grantee so as to avoid, within reason, any interference with the use and operation of Grantor's or other's businesses located on the surrounding Lands of the Grantor. ***In no event shall any directional drill access points, be located in the Easement area, nor shall such activities disrupt Grantor's operations.***

5. Upon completion of initial construction of the Pipeline Facilities, and at anytime disruption occurs, the Grantee shall restore the surface to the original contour and condition, including all permitted improvements in the nature of paving, curbs, fences, sidewalks, drainage lines, landscaping, utilities, and other similar improvements, damaged by the Grantee as a result of the Pipeline Operations (including construction, repair, maintenance and operation of the Pipeline Facilities) and utilization of the Surface Easement Area to the condition they were in prior to such damage.

6. The rights of Grantee and Grantor under the provisions of this Natural Gas Pipeline Easement may be assigned in whole or in part, but shall be subject to all of the terms and provisions of this Permanent Easement.

7. Grantee has the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto. Any assignee of Grantee's or Grantor's rights hereunder, in whole or in part, shall be subject to all of the terms and provisions of this Natural Gas Pipeline Easement.

—s— P

8. Exhibit "A" describes the Lands. Exhibit "A-1" is a sketch that depicts the boundaries of the Permanent Easement and the Surface Easement Area (which is also the surface parameters of the Subsurface Easement). Exhibit "A" and Exhibit "A-1" are attached hereto and by this reference are made a part hereof for all purposes.

9. This instrument incorporates and describes the terms, conditions, provisions and consideration of the parties involved. Grantee and Grantor, in executing and delivering this instrument, represent that Grantee and Grantor have not relied upon any promises, inducements or representations, except as are set forth herein. In addition, nothing contained in this Natural Gas Pipeline Easement shall be deemed or construed to be a release, modification, substitution or amendment of any rights presently owned and held by Grantee or Grantor as reflected in the Official Records of the county in which the Lands are located.

10. The rights, burdens and obligations acquired or assumed by Grantee and Grantor described herein shall inure to, bind and oblige respectively Grantor its successors and assigns and upon Grantee, its successors and assigns.

11. Grantee and Grantor understand and accept that Florida Power & Light Company does have easement rights that pre-date the rights granted herein, as set forth the FPL Easement and as recorded in Official Records Book 2364 at Page 280 and Official Book 3206 at Page 459, of the Public Records of Miami Dade County, Florida. Any rights conveyed herein are subject and subordinate to the easement previously conveyed to Florida Power & Light Company. In the event that the FPL easement or restrictions are released by FPL nothing contained herein shall be construed as maintaining or preserving such restrictions or provisions. In such event, however, Grantor agrees that it shall not construct any habitable structure within the subject easement area unless it first obtains Grantee's consent to such structure, which consent will not be unreasonably withheld.

12. This instrument may be executed in counterparts, all of which together shall constitute a single document.

13. In the event of continuous non-use or abandonment for a period of seven (7) years by the Grantee of the Permanent Easement after securing necessary governmental approvals and, after written notice is provided by Grantor to Grantee of such non-use or abandonment, the easement interest shall revert in its entirety to the Grantor, its successors, or assigns.

14. In the event, by act of nature, causing disruption of the Pipeline Facilities, the Grantee shall assume full responsibility to remediate the disruption without any unreasonable delays.

15. Grantee shall indemnify and hold harmless Grantor and its officers, employees, agents from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of arising out of, the rights granted under this easement, including but not limited to the installation, operation and maintenance of the facilities. Grantee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions, of any kind or nature, in the name of Grantor where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection shall be the full responsibility of Grantee, and not Grantor, and that the same shall in no way limit the responsibility of Grantee to indemnify, keep, save harmless and defend Grantor or its officers, employees, agents and instrumentalities as herein provided.

IN WITNESS THEREOF, the Grantor hereunto has caused these presents to be executed in its name by the Board of County Commissioners, acting by the Mayor, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid

GRANTOR:

HARVEY RUVIN
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida
BY ITS BOARD OF COUNTY
COMMISSIONER

By: _____
Deputy Clerk

By: _____
Mayor

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this _____ day
of _____, 2012, by _____
_____, of Miami-Dade County, a political subdivision, on behalf of
the _____. He/she is personally known to me or has produced _____
_____ (type of identification) as identification.

(SEAL)

Notary Public
Name (Printed): _____
Address: _____

My Commission Expires: _____

PLACE APPROVAL LANGUAGE ON BOTTOM RE BOARD RESOLUTION #

EXHIBIT "A"

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 2012

by and between

Miami-Dade County, a political subdivision of the State of Florida, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee

DESCRIPTION OF THE LANDS

Tract A, PALMETTO STATION, according to the map or plat thereof, as recorded in
Plat Book 167, Page 60, in the Public Records of Miami-Dade County, Florida.

Being the same lands as described in that certain Deed dated December 12th, 2003
from Gamma Delta Corp to Miami-Dade County, recorded in Official Records Book
21839, Page 1576 in the Clerk of Court's Office, Miami-Dade County, Florida.

7/2

EXHIBIT "A-1"

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 2012

by and between

Miami-Dade County, a political subdivision of the State of Florida, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC as Grantee

**LEGAL DESCRIPTION AND SPECIFIC PURPOSE SURVEY DEPICTING THE
PERMANENT EASEMENT/SURFACE EASEMENT AREA ON THE LANDS**

8/B

24th MAIN LINE LOOP
 WMDC PARCEL NUMBER 22-3010-010-0010
 MIAMI-DADE COUNTY, FLORIDA
 SECTION 10, TWP. 53 S, RNG. 40 E

PERMANENT EASEMENT

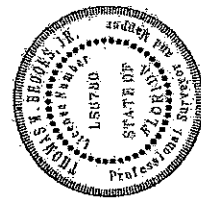
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THE SIDE LINES OF SAID FIFTEEN (15) FOOT WIDE PERMANENT EASEMENT ARE TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE GRANTOR'S PROPERTY LINES.

EL-04DE-028

THOMAS H. BROOKS, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NUMBER 5780
NOT VALID WITHOUT THE ELECTRONIC
SIGNATURE AND SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER

THE SEAL AND UNIQUE SIGNATURE APPEARING ON THIS DOCUMENT IS AUTHORIZED BY THOMAS W. BROOKS, JR., FPM 6780 AND IS COMPLIANT WITH FPMR 1017-7.0225(S) (4) (b) (6) (c)

[illegible]

MUSTANG ENGINEERING FLORIDA, INC.
18001 PARK 10 PLACE
HOUSTON, TEXAS 77064

without any compromise without all sheets

**Florida Gas
Transmission
Company**

A Southern Union/NEP Affiliates
HOUSTON, TEXAS

SPECIFIC PURPOSE SURVEY AND
 DESCRIPTIVE SKETCH OF EASEMENT
 ON THE PROPERTY OF
 MIAMI-DADE COUNTY
 MIAMI-DADE COUNTY, FLORIDA

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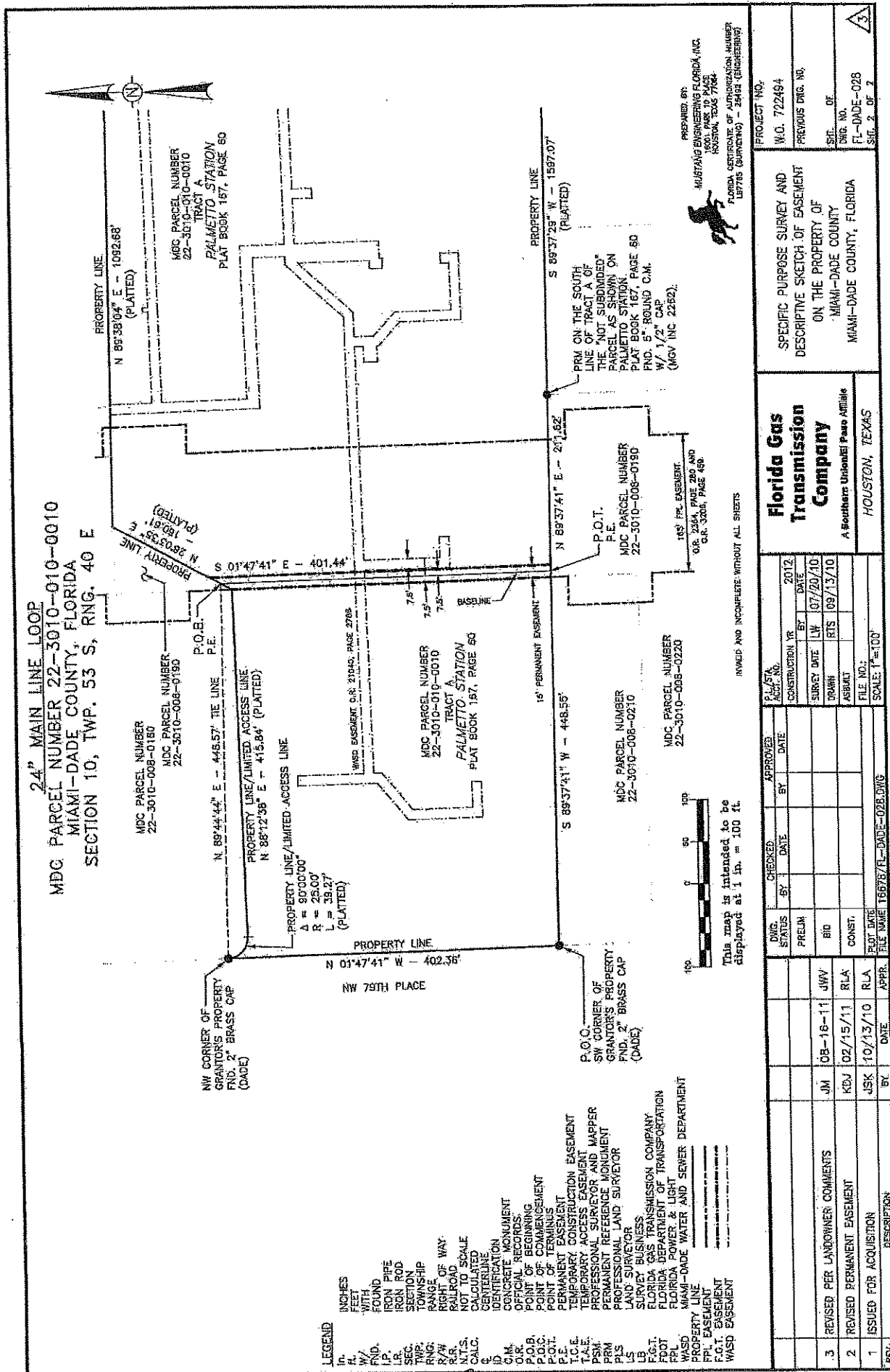
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miamidade.gov

Miami Dade Transit
701 NW 1st Court • Suite 1500
Miami, Florida 33136
T 786-469-5330 F 786-469-5574

HAND-DELIVERY
RETURN INFORMATION REQUESTED

Permit Reference No: MDT-RW-2011-011

November 2, 2011

Terry Coleman
Senior Right-of-Way Agent
Florida Gas Transmission Company, LLC
1410 Tech Boulevard
Tampa, Florida 33619

RE: Project Name: FL Gas Transmission 24" Gas Main at Palmetto Station
Project Number: MPS035
Project Description: MDT Executed Permit Agreement
FSCS: 36.09
Contract No.: N/A

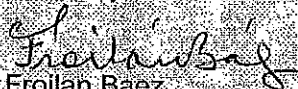
Dear Mr. Coleman:

Miami-Dade Transit is pleased to issue a Permit Agreement between Miami-Dade County and Florida Gas Transmission Company, LLC allowing access on County property at the Palmetto Metrorail Station site for the purpose of construction activities associated with the installation of a 24" Natural Gas Pipeline under the above mentioned project.

Attached herewith for your reference, please find the executed Permit Agreement, spotter information and insurance requirements as it relates to working within the County Metrorail right-of-way. This authorization is good only upon receiving a fully executed Permit Agreement signed by the parties, Insurance Certificate, and receiving 24 hours notice prior to begin construction.

Should you require additional information, please do not hesitate to call me at (786) 469-5244.

Sincerely,


Froilan Baez,

Acting Chief, Right-of-Way, Utilities &
Property Management
Enclosures

cc: Beth Porter, FGT
Eric Muntan, MDT
Jesus Valderrama, MDT
Document Control

MIAMI-DADE COUNTY, FLORIDA
MIAMI-DADE TRANSIT PERMIT No. MDT-R/W 2011-011

APPLICATION for PERMIT AGREEMENT per A.O. 8.5

PERMITTEE FLORIDA GAS TRANSMISSION COMPANY, LLC

FEI NUMBER 59-0808672

TYPE OF BUSINESS For-profit Delaware utility limited liability company providing natural gas transportation-related services, principal subsidiary of Southern Union Company

MAILING ADDRESS Florida Gas Transmission Company, LLC
Right of Way Department
5444 Westheimer Road
Houston, TX 77056

REPRESENTED BY Ms. Beth Porter
Contract Right of Way Manager
1410 Tech Blvd.
Tampa, Florida 33619
Phone 813-663-9161 FAX 813-663-9565

INTENDED USE/SCOPE Interim access to Metrorail Palmetto Station land to install an underground 24" Natural Gas Pipeline as indicated on the FGT Plans, 24" Main Line Loop, Miami Expansion dated 05/11/10, Plan Sheet associated with Parcel FL-Dade-028 last Revised on 09/14/11.

PERMIT AREA Portions of Metrorail Palmetto Station land lying north of NW 74th Street and east of NW 79th Place.

PERMIT TERM One (1) year initial term upon execution by both parties
Term: November 1, 2011 through October 31, 2012

PERMIT AGREEMENT

1. AUTHORIZATION

Pursuant to Administrative Order 8-5, "Permission to Conduct Private Business on County Property," Miami-Dade County has the authority to enter into this Permit Agreement with Florida Gas Transmission Company, LLC for its use of portions of Miami-Dade County Metrorail Palmetto Station land.

2. TERMS AND AGREEMENT

A. References: Miami-Dade County is hereinafter referred to as "County." Miami-Dade Transit is hereinafter referred to as "MDT." Florida Gas Transmission Company, LLC is hereinafter referred to as "FGT or Permittee." Permit Agreement hereinafter referred to as "Permit."

B. Purpose of Permit: Interim access to portions of the County Metrorail Palmetto Station land to perform Scope of Operation.

C. Scope of Operation

(1) General: Installation of an underground 24" Natural Gas Pipeline by means of horizontal directional drilling/boring across portions of the County Metrorail Palmetto Station land. (See Exhibits)

(2) Installation: (a) Permittee shall be responsible for all cost associated with the installation of the underground 24" Natural Gas Pipeline including but not limited to the furnishing of all pipes and materials, guiding cables, conduits, pipeline markers, safety markers or boxes, appurtenant underground equipment, and appurtenant above ground equipment.

(b) The 24" Pipeline shall be installed by means of horizontal directional bore method for the entire path of the permitted area. The minimum depth of cover underneath the MDT tracks is 61' and then it varies to a minimum depth of 37'.

(c) A tracer wire will be placed on top of the ground or paved surface except within MDT restricted area (existing MDT tracks) to track the bore head, and will immediately be removed upon completion of directional bore.

D. Permit Area: Portions of Metrorail Palmetto Station land lying north of NW 74th Street and east of NW 79th Place.

E. Permit Term: Up to a one (1) year period upon execution by both parties.

F. Permit Renewal: N/A.

G. Permit Fee: N/A

(i) Pre-Appraisal Permit Fee: N/A

(ii) Post-Appraisal Permit Fee: N/A

H. Use of Permit Area: Permittee shall not knowingly use or permit the use of its installation for any illegal or other purpose not authorized by this Permit.

I. Change in Use of Permit Area: Permittee shall make no alterations, upgrades, expansions, changes and unauthorized work in permitted use and area without prior written consent of MDT.

J. Non-Exclusivity: Permit is non-exclusive and does not expressly or implicitly preclude County or MDT from issuance of other permits or lease agreements to any other person or entity. This Permit in no way affects the right of County and MDT to authorize use of Metrorail corridor for other lawful purposes to other persons as it determines appropriate.

K. No Property Rights: Permit does not grant Permittee any right of property, nor shall County be compelled to maintain any of its property any longer than, or in any other fashion than in the County's judgment, its own business or needs may require.

L. Location: Permittee shall perform the use permitted by this Permit in accordance with County and MDT requirements. The above-mentioned use in the Permit Area shall be approved by Fire, Life and Safety Committee.

M. Director: The Director of MDT is responsible for overseeing the day-to-day administration of this Permit, is empowered to take administrative actions on behalf of the County, and can initiate legal actions on behalf of County.

N. Disadvantaged Business Enterprise: N/A

O. Entirety of Permit: County, MDT and Permittee agree that this Permit sets forth the entire agreement and there are no promises or understandings other than those stated herein.

3. **TERMINATION**

This permit will become null and void upon the execution of the 24" Natural Gas Pipeline Easement by Miami Dade County. Additionally, the County shall have the right to terminate this Permit without cause at any time.

4. **PROTECTION OF PERMIT AREA AND METORAIL RAPID TRANSIT SYSTEM**

A. Protection: Permittee shall take all necessary and reasonable measures to protect Metrorail system operations and the corridor resulting from Permittee's use of the Permit Area including but not limited to damage caused by owned and non-owned vehicles, invitees, employees or any other persons or things entering the Permit Area with the permission of Permittee.

B. Displacement: Permittee shall not in any way displace damage or destroy any facility belonging to County or MDT. Permittee shall be liable to County for cost of repairs made

necessary by any such displacement, damage or destruction and shall pay such costs within thirty (30) days upon date of written MDT invoicing.

C. Damages: Permittee shall be responsible for reimbursing MDT for any costs incurred by MDT as a result of this Permit. This includes, but is not limited to, any damages caused to Metrorail property, equipment, structures or any other Metrorail property including any additional expenses by Permittee. Permittee shall pay all such costs within thirty (30) days upon date of written MDT invoicing.

D. Emergency Affecting Public Safety: N/A

5. **ASSIGNMENT**

Permittee is not entitled to assign this Permit or any portion thereof except to (a) a parent or affiliate or to (b) a Federal Energy Regulatory Commission-approved (FERC) entity which may, in the future, own the subject natural gas transmission facilities in the Permit Area.

6. **LAWS, REGULATIONS AND PERMITS**

Permittee shall comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, county or municipal governments.

7. **INDEMNIFICATION**

Permittee, shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings resulting from the issuance of the Permit, the performance of the Permit by Permittee, and/or the use of the Permit Area by the Permittee, or its employees, agents, servants, partners, principals, subcontractors. Permittee, shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Permittee expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

8. **INSURANCE**

Prior to execution of the Permit by the County and commencement of work, Permittee, shall obtain all insurance required under this section. All insurance shall be maintained throughout the term of this Permit.

Permittee, shall furnish to the County, C/O of Miami-Dade Transit, Right of Way, Utilities & Property Management Division, 701 NW 1st Court, 15th Floor, Miami, FL 33136, Certificate(s) of Insurance that shows that insurance coverage has been obtained that meets the requirements as outlined below:

- (i) Certificate(s) of Insurance which clearly indicate that Permittee has obtained the insurance coverages required in Paragraphs (ii), (iii) and (iv).
- (ii) Worker's Compensation as required by Chapter 440, Florida Statutes.
- (iii) Comprehensive General Liability Insurance, including Products and Completed Operations, in an amount not less than \$10,000,000 per occurrence for Bodily Injury and Property Damage combined. FGT shall have the right to self-insure in an amount not greater than \$1,000,000. "Miami-Dade County" must be shown as an additional insured with respect to this coverage but only to the extent of FGT's indemnity obligations.
- (iv) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Permit in an amount not less than \$500,000 per occurrence for Bodily Injury and Property Damage combined.

FGT Liability Obligations

Compliance with the foregoing requirements shall not relieve FGT of their liability and obligation under this subsection or under any subsection of this Permit. The insurance requirements shall be satisfied by FGT prior to the commencement date. If the insurance certificate is received within the specified period, but not in the manner prescribed in this section, FGT shall be notified of the deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County.

Insurance Continuity

FGT shall be responsible for assuring that the insurance documents required in conjunction with this subsection remain in force for the duration of the Permit term, including any and all option years, if applicable. If insurance is scheduled to expire during the Permit term, FGT shall be responsible for submitting new or renewed insurance documents to the County at a minimum of ten (10) calendar days before such expiration.

Insurance Company Rating Requirements

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published

by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's GSA Risk Management Division.

Certificates will show that no modification or change in insurance shall be made in accordance with the policy provisions to the certificate holder.

9. **RIGHT OF ENTRY**

A. Metrorail Operation: It is hereby agreed and understood by Permittee that revenue service, operation, safety and maintenance of the Metrorail system is paramount and will take precedence over any other activity in the Permit Area. MDT retains its right to enter Permit Area on a regular basis to examine, inspect, repair and/or maintain any part of the Metrorail system.

B. Construction: Permittee is solely responsible for work of its contractors, subcontractors, independent contractors and any other person or entity performing work in the Permit Area.

C. Permit Area Restoration: N/A.

D. Permittee's Employees: All personnel utilized by Permittee shall possess identification providing the individual's name, employer's name, employer's phone number and Permittee's name. Only licensed, certified or registered contractors are authorized to perform Permittee's work in the Permit Area.

10. **SAFETY AND SECURITY**

A. General: It is expressly understood that Permittee is solely responsible for the personal safety of its employees, invitees or any other person and/or equipment in the Permit Area. Permittee acknowledges and accepts full and sole responsibility for the security and protection of individuals and property in the Permit Area.

11. **MAINTENANCE**

Permittee, at its sole cost and expense, shall maintain the Permit Area so as to ensure that the Permit Area remains safe and causes no damage to County residents/patrons and any MDT personnel, corridor land or property. Permittee's installation in Permit Area shall at all times be kept in good order and repair and maintained in a safe and suitable condition.

12. **SURRENDER OF PERMIT AREA**

A. Original Condition: Permittee shall surrender possession of Permit Area within one hundred and eighty (180) days and remove all of its improvements in order to leave the Permit Area in its original condition. (Refer to Section 9, Permit Area Restoration).

B. Damages: Permittee shall be responsible for the cost of any repairs to, or replacement of, any Metrorail property due to damage caused by Permittee's negligence or malfeasance in the Permit Area. Permittee must compensate MDT for the cost of the aforementioned repairs or replacements

13. **NOTICES**

All notices, requests, demands, consents, approvals and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by registered mail or certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

To County:	Miami-Dade Transit Attention: The Director 701 N.W. 1 st Court, 17 th Floor Miami, Florida 33136 Phone (786) 469-5406 FAX (786) 469-5584
To Permittee:	Florida Gas Transmission Company, LLC Ms. Beth Porter Contract Right of Way Manager 1410 Tech Blvd. Tampa, FL 33619 Phone (813) 663-9161 FAX (813) 663-9565

Either party may, by notice given as aforesaid, change its address for all subsequent notices. Notices given in compliance with this section shall be deemed given when placed in the mail.

(SIGNATURES ON NEXT PAGE)

14. SIGNATURES

Signed: [Signature]

Date: 11-2-11

Florida Gas Transmission Company, LLC

SUBSCRIBED AND SWORN TO (or affirmed) before me this 2 day of November 2011

[Signature]
(Signature of Notary)

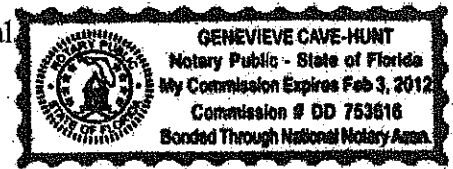
DD 753616
(Serial Number)

Genevieve Cave-Hunt
(Print or Stamp Name of Notary)

February 3, 2012
(Expiration Date)

Notary Public - State of Florida

Notary Seal



Signed: [Signature]
Mayor's Office

Date: 10/31/11

Approved by County Attorney
as to form and legal sufficiency [Signature]

□

ATTACHMENT "A"

MDT spotter requirement:

An MDT spotter is required if/when work is performed within 30 feet of the guideway. A spotter will be provided at a cost of \$60.00 per hour including one hour travel time, 30 minutes, to and from the project. This rate may change without notice pursuant to union contractual agreements.

Verification of Utilities:

Permittee or its contractor(s) shall verify the location and elevation of underground utilities within MDT Right of Way prior to directional bore.

Indemnification and Insurance

Florida Gas Transmission Company, LLC shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and cost of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by Florida Gas Transmission Company, LLC or its employees, agents, servants, partners, principals or subcontractors. Florida Gas Transmission Company, LLC shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the county, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Florida Gas Transmission Company, LLC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Florida Gas Transmission Company, LLC shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

Florida Gas Transmission Company, LLC shall furnish to Miami-Dade Transit Agency, 701 NW 1st Court, 1500 Floor, Miami, Florida 33136, Certificate(s) of Insurance which indicates that insurance coverage has been obtained which meets the requirements as outlined below:

1. General Liability Insurance on a comprehensive basis in the amount not less than \$50,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Certificate(s) will indicate that no modification or change in insurance shall be made without thirty (30) days in advance notice to be the certificate holder.

This Instrument Prepared By and Return To:
Florida Gas Transmission Company, LLC
c/o Harris Harris Bauerle Shama
1201 East Robinson Street
Orlando, Florida 32801

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("FGT"), with principal offices at 5051 Westheimer Road, Houston, Texas 77056, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("COUNTY") whose address is Stephen P. Clark Center, 111 N.W. 1st Street, Suite 220, Miami, Florida 33128, and its successors and assigns.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of an Order of Taking entered on October 6, 2011 and recorded on October 20, 2011 in O.R. Book 27865, at Page 1730, Official Records, Miami Dade County, covering lands located in Section 10, Township 53S Range 40E, Miami Dade County, Florida as described in the Order of Taking ("Lands"); and

WHEREAS, pursuant to the authority contained in the easement term sheet attached to the Order of Taking, FGT has constructed and currently operates and maintains a 24-inch (24") natural gas pipeline and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, COUNTY desires to construct, improve, maintain and operate a road (74th Street Improvements) over, through, upon, and/or across a portion of FGT's easement area and the Pipeline Facilities as depicted on Exhibit "A" attached hereto and made a part hereof, pursuant to the terms and provisions of this Agreement; and

WHEREAS, the parties are in agreement there is no conflict between their respective uses; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, FGT and COUNTY agree as follows:

1. FGT grants permission to COUNTY to use FGT's easement area for the sole purpose of constructing, repairing improving, maintaining and operating the 74th Street Improvements over, through, upon, and/or across the FGT Easement Area subject to compliance with the roadway plans attached hereto as Exhibit "B" and the following terms and conditions:

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2. COUNTY assumes all risks and liability arising from COUNTY's use of the FGT Easement area. However, nothing contained herein shall constitute a waiver of COUNTY's sovereign immunity under Section 768.28 of the Florida Statutes, or of COUNTY's sovereign rights and powers.
3. COUNTY shall not construct, install, plant or create additional improvements of any kind whatsoever, within the confines of the FGT Easement Area without further consent from FGT. Nothing contained in this paragraph shall impede COUNTY's ability to repair or maintain such improvements.
4. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the easement term sheet attached to the Order of Taking recorded at OR Book 27865 and Page 1730 except as specifically set forth herein.
5. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area in any manner which is not inconsistent with the construction, operation, maintenance or use of the NW 74th Street Improvements as described herein.
6. The provisions included in the easement term sheet attached to the Order of Taking, and all rights, powers, privileges, duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.
7. COUNTY and FGT agree the statements contained in the introductory recitations of this Agreement are true and correct and are incorporated herein by this reference.
8. This instrument and the covenants and agreements herein contained shall extend to and be binding upon COUNTY and FGT and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

WITNESSES:

Denise Long
Name: Denise Gonzalez

Jim Johnson
Name: Jim Johnson

"FGT"

FLORIDA GAS TRANSMISSION
COMPANY, LLC.

By David Shellhouse
Name: David Shellhouse
Title: Vice President Operations

WITNESSES:

Name: _____

"COUNTY"

MIAMI-DADE COUNTY

By _____
Name: _____
Title: _____

ATTEST: HARVEY RUVIN, CLERK

ACKNOWLEDGEMENTS

STATE OF TEXAS) Florida
COUNTY OF HARRIS) Orange

The foregoing instrument was acknowledged before me on this 4th day of Sept., 2012, by DAVID SHELLHOUSE as VICE PRESIDENT OF OPERATIONS of FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

(SEAL)



JAMES W. JOHNSON
MY COMMISSION # EE 053608
EXPIRES: February 18, 2015
Bonded thru Budget Notary Services

James W. Johnson
Notary Public
Name (Printed) James W. Johnson

My Commission Expires

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2012, by _____, as _____ of MIAMI-DADE COUNTY, a political subdivision of the State of Florida. He/she is personally known to me or has produced _____ (type of identification) as identification.

(SEAL)

Notary Public
Name (Printed): _____

My Commission Expires

EXHIBIT "A"

Attached to and made a part of that certain

ENCROACHMENT AGREEMENT

Dated _____, 2011

By and between

**FLORIDA GAS TRANSMISSION COMPANY, LLC. and
MIAMI-DADE COUNTY**

LEGAL DESCRIPTION OF THE ENCROACHMENT AREA

**PROJECT #20060444, NW 74 Street
Miami-Dade County
Parcel 121**

Miami-Dade County
Public Works Waste Management
Right-of-Way Division

Legal Description
(FGT Easement)

PARCEL 121 (part)

A portion of the West 15 feet of Lot 19, Block 1 of LAKEVIEW COMMERCE PARK according to the plat thereof recorded in Plat Book 143, Page 88 of the Public Records of Miami-Dade County, Florida, located in Section 10, Township 53 South, Range 40 East, more particularly described as follows:

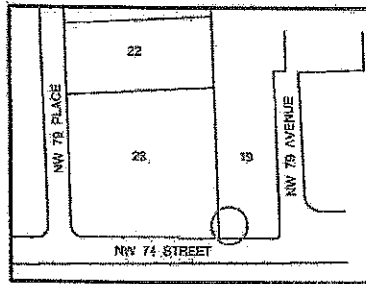
BEGIN at the Southwest corner of said Lot 19 on the North line of the South 40 feet of the Southeast 1/4 of said Section 10; Thence N 01°47'22" W, along the West line of said Lot 19, for 23.08 feet; Thence S 89°06'53" E for 15.02 feet to a point on the East line of said West 15 feet of Lot 19; Thence S 01°47'22" E, along said East line of the West 15 feet of Lot 19, for 22.75 feet to a point on the South line of said Lot 19; Thence S 89°37'30" W, along said South line of Tract 19 which is also the North line of the South 40 feet of said Southeast 1/4 of said Section 10, for 15.00 feet to the Southwest corner of said Lot 19 and POINT OF BEGINNING.

EXHIBIT "A"

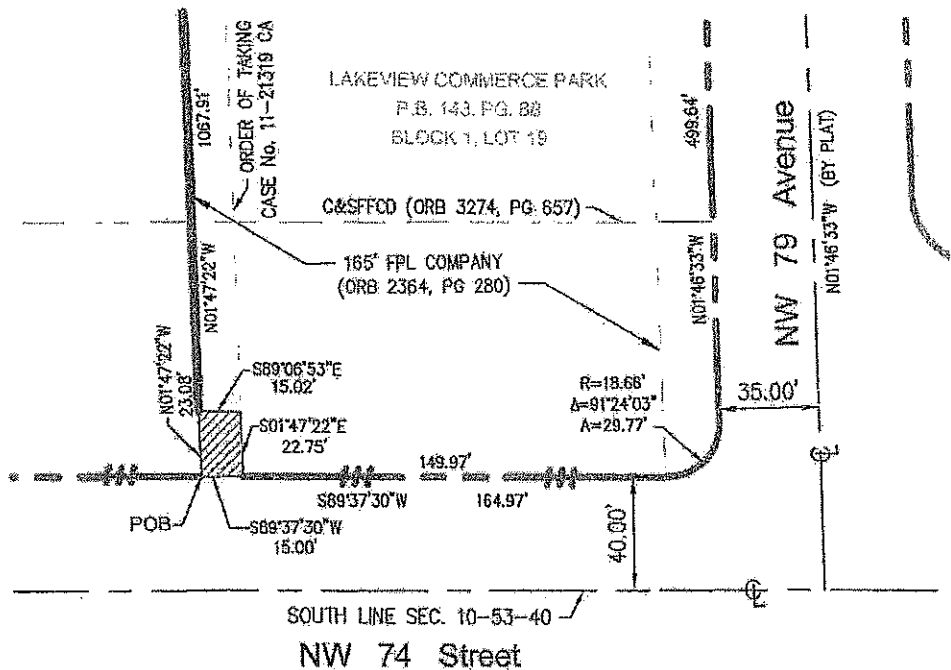
Project 20060444
NW 74 Street
Florida Gas Transmission Encroachment

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SEC 10
TWP 53 S
RGE 40 E



LOCATION MAP
NOT TO SCALE



LEGEND

---	RIGHT-OF-WAY LIMITED ACCESS LINE
---	RIGHT-OF-WAY LINE
---	CENTER LINE
---	BOUNDARY LINE
---	PROPERTY LINE
---	EASEMENT
(POB)	POINT OF BEGINNING
⊙	CENTER LINE
R/W	RIGHT-OF-WAY
(A)	ARC LENGTH
(Δ)	DELTA
(R)	RADIUS
FGT	FLORIDA GAS TRANSMISSION
C&SFFCD	SOUTH FLORIDA FLOOD CONTROL DISTRICT



ENCROACHMENT AGREEMENT AREA

EXHIBIT "A"

(PORTION OF FGT EASEMENT)



SCALE: 1" = 60'



SCALE 1" = 60'
PREPARED BY: L.E.
DATED: 08-17-12

MIAMI-DADE COUNTY PUBLIC AND
WASTE MANAGEMENT DPT.
LAND DEVELOPMENT/RIGHT OF WAY DIVISION
ENGINEERING SECTION

10



IN THE ELEVENTH JUDICIAL CIRCUIT COURT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

FLORIDA GAS TRANSMISSION COMPANY,
a Delaware corporation,

Petitioner,

Civil Division
Case # 10-34781 (CA09)

v.

MIAMI-DADE COUNTY, a political
Subdivision of the State of Florida,
et al.,

Defendants.

SETTLEMENT AGREEMENT

Petitioner, FLORIDA GAS TRANSMISSION COMPANY, LLC., a
Delaware limited liability company, ("FGT") and Defendant,
MIAMI-DADE COUNTY (the "County"), hereby stipulate and agree
that:

1. The County is the fee owner of the underlying land
which is the subject of the parcels involved in this case.
2. The parties hereto waive trial by jury in the above-
styled cause and consent to the immediate entry of a Final
Judgment ratifying the vesting of the easements acquired in this
action by virtue of the Order of Taking entered in this case
(attached as Exhibit "A"), and the Agreed upon Amended Stipulated
Order of Taking to Correct Scrivener's Error as to Parcel No. FL-
DADE-022.7 TCE, (attached as Exhibit "B"), and in the terms
specified therein.
3. In addition to the parcels referenced in Exhibits A and
B, FGT seeks the conveyance of a permanent easement in the land
described in Exhibit C, and pursuant to the terms set forth in
the attached easement.
4. The County seeks the execution of an encroachment

agreement with EGT over the land described in Exhibit D, and pursuant to the terms set forth in the attached agreement.

5. Pursuant to the terms of the Order of Taking, EGT deposited in the Registry of the Court the total amount of TWO HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED FIFTY THREE AND NO/100 DOLLARS (\$295,253.00), which exceeds EGT's good faith estimate of value in this cause. The County withdrew the sum of ONE HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED TWENTY-SIX AND .40/100 DOLLARS (\$147,626.40).

6. The amount of \$295,253.00 represents full and complete compensation for the acquisition of the Parcels acquired as set forth in Exhibits A, B, and C, together with the consideration for EGT's execution of the encroachment agreement, the County's execution of the easement agreement attached as Exhibit C, and all damages, attorney's fees, expert witness fees and costs. Said sum is to be paid forthwith to the County from the funds on deposit in the Registry of the Court upon the entry of a Final Judgment pursuant to this Settlement Agreement.

7. The compensation set forth herein is a compromise figure reached in settlement of disputed claims in litigation, and all the terms of the Order of Taking (Ex. A) and the Agreed Supplemental Order (Ex. B) are incorporated into this Settlement Agreement and into the Final Judgment to be entered in this case pursuant to this Agreement.

8. It is stipulated and agreed by the parties that this Settlement Agreement is subject to and contingent upon the full

Florida Gas Transmission vs.
Miami-Dade County
Case No. 10-34871
Page No. 3

and binding approval of the Board of County Commissioners of
Miami-Dade County, Florida.

R.A. CUEVAS, JR.
MIAMI-DADE COUNTY ATTORNEY
111 N.W. 1st Street, Suite #2810
Miami, Florida 33128
Telephone: 305-375-5151
Facsimile: 305-375-5634

By: 

DEBRA HERMAN
Assistant County Attorney
Florida Bar No. 818658

Dated: 9/3/12

HARRIS HARRIS BAUERLE SHARMA
1201 East Robinson Street
Orlando, Florida 32802-2115
Telephone: (407) 843-0404
Facsimile: (407) 843-0444

By: 

PRINEET D. SHARMA, Esquire
Florida Bar No. 0154520
Attorney for Florida Gas
Transmission Company, LLC

Dated: 8/30/12

EXHIBIT A

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT OF FLORIDA IN AND FOR
MIAMI-DADE COUNTY

GENERAL JURISDICTION DIVISION

CASE NO. 10-34781 (CA - 09)

FLORIDA GAS TRANSMISSION
COMPANY, LLC., a Delaware limited
Liability company,

Petitioner,

vs.

MIAMI-DADE COUNTY, a political
Subdivision of the State of Florida,
et al.,

Defendants.

ORDER OF TAKING AS TO PARCEL NOS. FL-DADE-022.7 PE,
FL-DADE-022.7 TCE, FL-DADE-029.000AR TAE NO. 3,
FL-DADE-029.600AR TAE NO. 1, FL-DADE-029.600AR TAE NO. 2
FL-DADE-030.000AR TAE, FL-DADE-031.000AR TAE
AND FL-DADE-032.000AR TAE NO. 4

(To be recorded in the Official Records of Miami-Dade County, Florida)

THIS CAUSE came before the Court on October 18, 2010 upon the Summons to Show Cause, Notice of Eminent Domain Proceedings and Notice of Hearing and upon the Petition in Eminent Domain Proceedings and Amendment to said Petition filed by Petitioner, FLORIDA GAS TRANSMISSION COMPANY, LLC., a Delaware limited liability Company ("FLORIDA GAS"), to consider this Court's jurisdiction and the sufficiency of the pleadings, to determine whether FLORIDA GAS is properly exercising its delegated authority and is entitled to the

easement interests and possession of said easement interests as to the property legally described in and sketches as to said property attached as Exhibit "A" to Schedule I attached to this Order, and under the terms of said Schedule I and as further revised under the terms of Schedule II also attached hereto in advance of the entry of a final judgment, and further to consider all other matters properly coming before the Court under Chapters 73, 74, 180 and 361, Florida Statutes. The Court having heard and considered the arguments of counsel, having reviewed the record, and it appearing that proper notice was given to all defendants and all persons having or claiming any equity, lien, title or other interest in or to Parcels FL-DADE-022.7 PE (Permanent Easement), FL-DADE-022.7 TCE (Temporary Construction Easement), FL-DADE-029.000AR TAE NO. 3, FL-DADE-029.600AR TAE NO. 1, FL-DADE-029.600AR TAE NO. 2, FL-DADE-030.000AR TAE, FL-DADE-031.000AR TAE AND FL-DADE-032.000AR TAE NO. 4 (all Temporary Access Easements), as legally described in Schedules I and II and as shown on the sketches attached as Exhibit "A" to Schedule I, and having also determined that the Petition and Amended Petition in Eminent Domain Proceedings, the Declaration of Taking and all other papers filed herein by FLORIDA GAS are in proper and sufficient form, and the Court being otherwise fully advised in the premises, it is

ORDERED and ADJUDGED that:

1. That the Court has jurisdiction of the subject matter and the parties to this cause.

2. That the pleadings in this cause are sufficient, and FLORIDA GAS is properly exercising its delegated authority.
3. That the Estimates of Value filed in this cause by FLORIDA GAS and the revised Estimates of Value that are made a part of this Order of Taking were made in good faith, and based upon valid appraisals.
4. That FLORIDA GAS and Defendant-Owner as to the parcels herein involved, MIAMI-DADE COUNTY, stipulate in open Court that the easement interests acquired herein are amended as legally described in and shown on Schedules I and II attached to this Order and made a part hereof.
5. That FLORIDA GAS and MIAMI-DADE COUNTY recognize that the said legal descriptions of the property interests acquired herein as set out in Schedules I and II are different from and supersede the original descriptions set out in the Petition, the Amended Petition, the Resolution incorporated into the Amended Petition and the Notice of Lis Pendens filed in this cause and that the same are hereby amended to conform to the descriptions of the easements taken by the provisions of this Order and as set out in the attached Schedules I and II.
6. Due to the variance of the descriptions of the easements taken by the provisions of this Order in the attached Schedules I and II, FLORIDA GAS hereby has amended its good faith estimates of value for the easements interests acquired to be as

follows:

(PERMANENT EASEMENT)

PARCEL FL-DADE 022.7 PE.....\$ 89,382.40

**TEMPORARY CONSTRUCTION
EASEMENT)**

PARCEL FL-DADE 022.7 TCE\$ 20,107.00

COMBINED VALUE OF..... \$109,489.40

(TEMPORARY ACCESS EASEMENTS)

PARCEL FL-DADE-029.600AR TAE NO. 1, AND

PARCEL FL-DADE-029.600AR TAE NO. 2.....\$ 23,906.61

PARCEL FL-DADE-029.000AR TAE NO. 3.....\$ 3,512.81

PARCEL FL-DADE-032-000AR TAE NO. 4.....\$ 5,106.58

COMBINED VALUE OF \$ 32,526.00

(TEMPORARY ACCESS EASEMENTS)

PARCEL FL-DADE-030-000AR TAE.....\$ 3,776.20

PARCEL FL-DADE-031-000AR TAE.....\$ 1,834.80

COMBINED VALUE OF..... \$ 5,611.00

TOTAL COMBINED VALUE OF..... \$147,626.40.

7. That said revised good faith estimates of value are made in good faith, and based upon valid appraisals.

8. FLORIDA GAS shall deposit into the Registry of this Court the total of the sum of **TWO HUNDRED NINETY-FIVE THOUSAND TWO HUNDRED FIFTY**

THREE and NO/100 Dollars (294,253.00). Said amount represents twice the amount of FLORIDA GAS' revised good faith estimates of value for the easement interests acquired as to the Parcels described and shown on EXHIBIT 'A' and shall be deposited in the Registry of the Court within twenty (20) days from the entry of this Order. With respect to the parcels set out in paragraph 6 above, FLORIDA GAS and MIAMI-DADE COUNTY agree that the amounts set out therein represent the minimum compensation amount per parcel in this cause. Additionally, due to the revised legal descriptions for the permanent easement acquired herein as PARCEL FL-DADE 022.7 PE (PERMANENT EASEMENT), the amount of \$89,382.40 shall be considered to be the first offer as to said Permanent Easement for purpose of any award of any benefit based attorneys' fees.

9. In addition to the funds set forth in paragraph 8, above, FLORIDA GAS shall pay MIAMI-DADE COUNTY the amount of \$8,500.00 representing fees and costs expended in revising the property acquired and legal descriptions from the original Petition in this matter by mailing a check made payable to Miami-Dade County for said amount to Debra Herman, Assistant County Attorney, Miami-Dade County Attorney, 111 N.W. First Street, Suite 2810, Miami, Florida 33128-1993.

10. That upon the deposit of the funds set out in paragraph 8 above, as evidenced by the Clerk's Certificate of Deposit, FLORIDA GAS shall be vested with a Permanent Easement as to Parcel FL-DADE-022-7 PE, a Temporary Construction

Easement as to PARCEL FL-DADE-022.7 TCE, and Temporary Access Easements as to PARCEL FL-DADE-029.600AR TAE NO. 1., PARCEL FL-DADE-029.600AR TAE NO. 2, PARCEL FL-DADE-029-000AR TAE NO. 3, PARCEL FL-DADE-030.000AR TAE, PARCEL FL-DADE-031.000AR TAE, and PARCEL FL-DADE-032.000AR TAE NO. 4 without further order or Notice of this Court, and FLORIDA GAS shall be entitled to possession of the easement interests set out herein and legally described and shown on EXHIBIT 'A' under the terms and conditions set out in Schedules I and II, attached hereto, without further order or Notice of this Court. Said easement interests shall be deemed to have been condemned and taken for the uses and purposes set forth in the Amended Petition in Eminent Domain, and the right to compensation for the same shall vest in the persons named as defendants in these proceedings.

11. FLORIDA GAS shall indemnify and hold harmless MIAMI-DADE COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MIAMI-DADE COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the rights granted under these easements. FLORIDA GAS shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions, of any kind or nature, in the name

of MIAMI-DADE COUNTY where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. FLORIDA GAS expressly understands and agrees that any insurance protection shall be the fully responsibility of FLORIDA GAS, and not MIAMI-DADE COUNTY, and that the same shall in no way limit the responsibility of FLORIDA GAS to indemnify, keep and save harmless and defend MIAMI-DADE COUNTY or its officers, employees, agents, and instrumentalities as herein provided.

12. The Court retains jurisdiction to determine and award full compensation for the taking of the easement interests described herein, for apportionment, determination and award of attorney's fees, experts' fees and costs to be taxed against FLORIDA GAS, to enforce the terms of this Order of Taking including but not limited to the indemnification provisions stated in paragraph 10 above.

13. The Clerk this Court is ordered to forthwith record this Order of Taking in the Official Records of Miami-Dade County, Florida.

DONE and ORDERED in Chambers at Miami-Dade County, Florida, on this

Conformed Copy

_____ day of _____, 2010.

OCT 18 2010

Jerald Bagley

~~Circuit Court Judge~~

CIRCUIT JUDGE

Copies furnished to:
Jeffrey L. Hinds, Esquire
Debra S. Herman, Assistant County Attorney

Schedule I to

**ORDER OF TAKING AS TO PARCELS FL-DADE-022.7, FL-DADE-029.000AR /
029.600AR / 032.000AR & FL-DADE-030.000AR / 031.000AR**

**TERM SHEET FOR EASEMENT INTERESTS AND RIGHTS ACQUIRED BY
FLORIDA GAS AND OBLIGATIONS AGREED TO BY FLORIDA GAS FOR THE
CONSTRUCTION, OPERATION AND MAINTENANCE OF NATURAL GAS
TRANSMISSION FACILITIES**

The following summarizes the easement interests and rights Florida Gas Transmission Company, LLC (hereinafter "Florida Gas") has acquired from the property owners/interest holders (hereinafter "Owner(s)") of certain real property and described in the attached legal description and survey (Exhibit "A") and the obligations Florida Gas has agreed to comply with in connection with such easement interests and rights:

1. To the extent applicable, the easement interests and rights acquired by Florida Gas are described herein. The applicability of any particular estate shall be determined by those interests and rights described and depicted on Exhibit "A" attached hereto. For example, if Exhibit "A" depicts an access road, then the estate described herein relating to access roads shall be applicable, but only if an access road appears on Exhibit "A".
2. The Permanent Easement interests and rights acquired by Florida Gas are the exclusive and perpetual right, privilege and easement for and to construct, install, maintain, operate, inspect, patrol, test, repair, alter, substitute, relocate, resize, replace and remove (collectively, the "Pipeline Operations") a single, underground transmission pipeline system for the transportation of natural gas, and above-ground, surface and subsurface appurtenances thereto, including but not limited to metering and regulating stations, equipment and facilities, markers, vents, valves, electronic and communications equipment used in connection with the pipeline, cathodic and lightning protection systems and components, equipment, facilities and apparatus, piping, fittings, and fences or other protective devices, water and utility cables and pipes, launchers and receivers, and such other improvements as are reasonably necessary in connection with the transportation of natural gas by means of the pipeline system (collectively, the "Pipeline Facilities"), on, under, above, over, across, within and through the portion of the lands of Owner(s) as described and depicted on Exhibit "A."
3. The Temporary Construction Easement interests and rights acquired by Florida Gas are the temporary right, privilege and easement to utilize such additional portions of the lands depicted and described on Exhibit "A" as temporary construction easement(s) for workspace particularly during the initial construction and installation of the Pipeline Facilities and for Initial Pipeline Operations, all for movement, storage and staging of personnel, materials, supplies and equipment, ingress and egress, for the purpose of initial construction and installation of the Pipeline Facilities, and conducting Initial Pipeline Operations on Florida Gas' Pipeline Facilities located on the Permanent Easement, Owner(s)'s other property encumbered by Florida Gas and on other lands.

4. The interests and rights for non-exclusive access acquired by Florida Gas are Owner(s)'s permanent or temporary rights of access to the Permanent Easement, to the Temporary Construction Easement (during the length of its term), and to Access Road(s), if any, over and on adjacent public roadways over which Owner(s) have access rights ("Access Rights"), and by way of easements acquired by Florida Gas and, if applicable, to use the temporary Access Road(s) described and depicted on Exhibit "A", if any, all for the purpose of Pipeline Operations with respect to the Pipeline Facilities, and performed at the will of Florida Gas.

5. Use by Florida Gas or its agents, contractors, and permittees of Access Road(s), if any, shall be limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for the purposes enumerated herein. The rights of Florida Gas with respect to the Access Road(s) shall commence on January 1, 2010 and shall terminate and expire upon the earlier of the passage of twenty-four (24) months after January 1, 2010 or the date on which Florida Gas completes the initial construction and installation of the Pipeline Facilities.

~~6. The rights of Florida Gas with respect to the Temporary Construction Easement shall commence on January 1, 2010 and shall terminate and expire upon the earlier of the passage of twenty-four (24) months after January 1, 2010 or the date on which Florida Gas completes the initial construction and installation of the Pipeline Facilities.~~

7. Notwithstanding the termination and expiration of the Temporary Construction Easement for purposes of constructing and installing the Pipeline Facilities, as set forth in paragraph 6, above, Florida Gas shall retain and Owner(s) hereby grants to Florida Gas, right of access and entry to only those portions of the Temporary Construction Easement, if any, determined to be, jurisdictional wetlands solely for purposes of Florida Gas' mitigation, maintenance and monitoring activities conducted in satisfaction of Florida Gas' governmental permit(s) requirements. However, in any event, the Temporary Construction Easement automatically shall terminate and expire for all purposes and in all respects upon the passage of five (5) years after the later of:

(a) December 31, 2011; OR,

(b) the date on which Florida Gas completes the initial construction and installation of the Pipeline Facilities.

8. Owner(s) may continue to use the Permanent Easement and Temporary Construction Easement and Access Road(s), if any, for any lawful purposes that do not directly interfere with Florida Gas' acquired rights; provided, however, that Owner(s) may not create or maintain any reservoir or water impoundment, maintain any deep-rooted trees, construct nor permit to be constructed any building, structure, excavation or other improvement or obstruction, on, over, under, above, across, within or through the Permanent Easement or Temporary Construction Easement (for as long as it shall exist) or Access Road(s), if any, which would directly interfere with the exercise by Florida Gas of its acquired easement rights, including ingress to and egress from the Permanent Easement and Temporary Construction Easement (for as long as it shall exist), and the safe and efficient conduct of the Pipeline Operations relating to the Pipeline Facilities. Florida Gas will provide Owner(s), either upon Owner(s)'s request or at Florida Gas' option, a prior written determination that any particular exercise of the right to use the Permanent Easement area or Temporary Construction Easement area or

Access Road(s), if any, by Owner(s) does not directly interfere with the safe and efficient exercise of Florida Gas' rights, which determination shall not be arbitrarily or unreasonably withheld, delayed or conditioned.

9. The full compensation to be paid by Florida Gas for the Permanent Easement, the Temporary Construction Easement, the Access Road(s), if any, and for the Access Rights includes compensation for all merchantable timber, natural and decorative trees, landscaping, grasses, shrubbery, growing crops, improvements and Owner(s)'s other property items which are compensable according to applicable Florida law (including but not necessarily limited to fences, roads, driveways, sidewalks, parking areas) that Florida Gas might remove from the Permanent Easement and the Temporary Construction Easement, and Access Road(s), unless Florida Gas at its option chooses to repair, relocate or replace such items at Florida Gas' own expense pursuant to the provisions of paragraphs 10(a), 11 and 15, below.

10. Before initial construction of the Pipeline Facilities, Florida Gas, at its option, shall:

(a) relocate or replace any irrigation systems, wells, septic tanks and septic drain fields located on the Permanent Easement and Temporary Construction Easement any with the same, like or better quality at a different location on the Permanent Easement or Temporary Construction Easement or at such location on the Owner(s)'s remaining lands as agreed to by Owner(s) and Florida Gas; OR,

(b) Florida Gas shall pay Owner(s) an additional sum sufficient for Owner(s) to relocate or replace any such irrigation systems, wells, septic tanks and septic drain fields with the same, like or better quality.

11. Throughout the duration of the Temporary Construction Easement, and to the extent damage results from use by Florida Gas, its agents or contractors, Florida Gas will repair any pre-existing fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields located on the Permanent Easement or Temporary Construction Easement that were not removed, relocated or replaced prior to initial construction of the Pipeline Facilities.

12. During construction, Florida Gas will bury the pipeline to provide a minimum cover of thirty-six inches (36"), except in rock where a minimum cover of twenty-four inches (24") will be provided. Owner(s) shall not reduce the post-construction depth of cover over the pipeline.

13. Florida Gas may displace any gopher tortoises found within the Permanent Easement, Temporary Construction Easement, or the Access Road(s) to another location on the Permanent Easement or Temporary Construction Easement, or off the lands of Owner(s) (e.g., to a temporary holding pen), and return them as near to their original location on the Permanent Easement or Temporary Construction Easement as practicable after initial construction of the Pipeline Facilities is completed.

14. Upon completion of construction, to the extent that Florida Gas may engage in excavation, Florida Gas shall remove from the surface of the Permanent Easement all three-inch (3") or greater diameter rock excavated from the trench across tillable portions of the Permanent Easement.

15. Subject to, and to the extent not inconsistent with Florida Gas' acquired easement rights, after initial construction of the Pipeline Facilities, Florida Gas shall, to

the extent practicable, relocate or replace with the same, like or better quality and at their original locations or as near thereto as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that Florida Gas damaged or caused to be removed, relocated or replaced from the Permanent Easement and Temporary Construction Easement before or during initial construction of the Pipeline Facilities, unless Florida Gas has previously chosen to pay Owner(s) for such items pursuant to the provisions of paragraphs 9 and 10(b), above, and Florida Gas shall plant grass seed on all other land surfaces disturbed by the Pipeline Operations unless prohibited to do so by applicable law, regulation or permit.

16. Subject to Florida Gas' acquired easement rights and to the extent not inconsistent therewith, Florida Gas will restore the surface of all disturbed areas within and outside of the boundaries of the Permanent Easement and Temporary Construction Easement to original contour and condition, as near as is reasonably practicable, to the extent the damage or disturbance of such areas results from the Pipeline Operations, except for the surface beneath any above-ground Pipeline Facilities installed in the Permanent Easement. Florida Gas will also restore the surface of all disturbed areas of any existing or new Access Road to its original contour and condition, as near as is reasonably practicable, to the extent utilized by Florida Gas and the damage or disturbance to which results from use by Florida Gas, its agents, or contractors.

17. After initial construction and installation of the Pipeline Facilities, Florida Gas shall have the right, but not the obligation (without liability for damages), from time to time to clear the Permanent Easement and Access Road(s), if any, by cutting and removing therefrom trees, brush and other obstructions that may, in the reasonable judgment of Florida Gas or pursuant to regulatory requirements, injure, endanger or interfere with Florida Gas' use of the Permanent Easement or Access Road(s), if any, or endanger the Pipeline Facilities.

18. Florida Gas shall have the right to erect, and shall bear the cost and expense of maintaining, a fence or other protective barrier, with gate(s), around the above-ground Pipeline Facilities constructed on the Permanent Easement in compliance with all applicable codes, laws, and regulations.

19. Florida Gas may assign its acquired easement rights in whole or in part, and Florida Gas shall have the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto.

20. The easement rights acquired by Florida Gas shall be in addition to, and not in lieu of any prior existing rights of Florida Gas.

21. The rights, benefits, burdens and obligations acquired or assumed by Florida Gas and Owner(s) described above shall inure to, bind and oblige respectively Owner(s), and his, hers, its or their heirs, executors, administrators, personal representatives, successors and assigns, as well as Florida Gas and its successors and assigns.

22. Owner(s) shall grant marketable title to the easement acquired free and clear of all other interest or defects.

23. Florida Gas shall have the non-exclusive right of ingress to, and egress from, the Permanent Easement and the Temporary Construction Easement (during the

length of its term) by means of the Permanent Easement, the Temporary Construction Easement (during the length of its term), the Access Road(s), if any, and by use and exercise of the Access Rights for the purposes of Pipeline Operations with respect to such Pipeline Facilities located, in whole or in part, on the Owner(s)'s lands, the Permanent Easement, the Temporary Construction Easement (during the length of its term) as Florida Gas deems necessary or appropriate and performed at the will of the Florida Gas.

24. Nothing contained herein shall be deemed or construed to be a merger, release, waiver, modification or amendment of any rights Florida Gas presently owns or holds, as reflected in instruments recorded in the official records of the county where the Permanent Easement and Temporary Construction Easement and Access Road(s), if any, are located, including but not limited to easements encumbering other portions of the Owner(s)'s lands or rights of access to such lands.

Schedule II to

**ORDER OF TAKING AS TO PARCELS FL-DADE-022.7, FL-DADE-029.000AR /
029.600AR / 032.000AR & FL-DADE-030.000AR / 031.000AR**

SPECIAL PROVISIONS

IN THE EVENT OF ANY CONFLICT WITH OR INCONSISTENCY BETWEEN A SPECIAL PROVISION LISTED BELOW AND ANY PROVISION IN SCHEDULE I TO THIS STIPULATED ORDER OF TAKING (TERMS OF ACQUIRED EASEMENT INTERESTS), THE SPECIAL PROVISION BELOW SHALL CONTROL

1. **DURATION OF TEMPORARY CONSTRUCTION EASEMENTS:** Paragraph 6 of Schedule I is modified to read, in toto:

The rights of FLORIDA GAS with respect to the Temporary Construction Easement shall commence on August, 1, 2010 and shall terminate and expire upon the earlier of the passage of eleven (11) months after August 1, 2010 or the date on which Florida Gas completes the initial construction and installation of the Pipeline Facilities.

2. **PROHIBITED ACTIVITIES ZONE:** No fuelling of vehicles or construction equipment; no parking; no maintenance or staging of vehicles, equipment or supplies; and no smoking; no dumping or littering shall take place between stations 111+99 and 145+90. The field construction plans shall be modified to reflect this prohibited activities zone.

3. **EMERGENCY USE OF ACCESS ROAD BY COUNTY TO SUPERSEDE:** No use of an easement acquired for an Access Road on or across the subject parcels shall interfere with the use of the pre-existing roads on such parcel to haul debris or other items in need of disposal resulting from a natural or man-made disaster.

4. **USE OF ACCESS ROAD FOR WELL CLUSTER SAMPLING BY COUNTY TO SUPERSEDE:** No use of an easement acquired for an Access Road on or across the subject parcels shall interfere with the use of the pre-existing roads on such parcel for the sampling of cluster wells by OWNER.

5. **LIMITED ACCESS AND CONTROL:** Vehicular traffic utilizing the Access Roads described herein shall be limited to the improved road surface. Vehicles shall not utilize the surfaces adjacent to the Access Roads. Access to and through the Access Road parcels shall be limited at all times by either passive or active controls of or a

combination of passive and active controls over which both FLORIDA GAS and OWNER shall exercise dominion.

6. RESTORATION OF DISTURBED AREAS OF ACCESS ROADS: FLORIDA GAS will restore the surface of all disturbed areas of any existing or new Access Road to its original contour and condition, as near as is reasonably practicable, including the removal and remediation of any fuel or lubricant spills that may occur, to the extent such fuel or lubricant spill results from use of such Access Road by FLORIDA GAS, its agents, or contractors.

7. PRE AND POST ACCESS GROUNDWATER SAMPLING: FGT will fund the analysis of groundwater samples drawn from monitor wells in cluster OS2 prior to commencing routine access and upon completion of routine access. Parameters will include the suite of routine Landfill monitoring parameters required by the site's groundwater monitoring plan and Oil and Grease. Other fuel constituents may be added if there is evidence of fuel leak or spills from equipment traversing the Road(s). Samples will be obtained and analyzed by a NELAC certified laboratory designated by DSWM.

8. PLACEMENT OF PIPE IN PROXIMITY TO PARCEL DADE-022.7: Florida Gas shall not inter pipe or piping on or in Parcel DADE 022.7. Likewise, Florida Gas shall not cause pipe or piping to be interred on or in Parcel DADE 022.7.

EXHIBIT 'A'

**LEGAL DESCRIPTION AND SKETCH OF REAL PROPERTY WHERE FLORIDA GAS
SHALL ACQUIRE EASEMENT INTERESTS AND RIGHTS**

Parcel (including and incorporating attached sketches and legal descriptions):

FL-DADE-022-7 PE (PERMANENT EASEMENT)
FL-DADE-022.7 TCE (TEMPORARY CONSTRUCTION EASEMENT)
FLA-DADE-029.600AR TAE NO. 1 (TEMPORARY ACCESS EASEMENT)
FL-DADE-029.600AR TAE NO. 2 (TEMPORARY ACCESS EASEMENT)
FL-DADE-029.000AR TAE NO. 3 (TEMPORARY ACCESS EASEMENT)
FL-DADE-030.000AR TAE (TEMPORARY ACCESS EASEMENT)
FL-DADE-031.000AR TAE (TEMPORARY ACCESS EASEMENT)
FL-DADE-032.000AR TAE NO.4 (TEMPORARY ACCESS EASEMENT)

LEGAL DESCRIPTION
(Permanent Easement)

FL-DADE-022.7 PE

A parcel of land, lying in and being a part of the Northeast 1/4 of Section 20, Township 56 South, Range 40 East, Miami-Dade County, Florida, being a portion of Parcel 2 of that property described in Official Records Book 26680 at Page 923, Public Records of said county and being more particularly described as follows:

Commence at the Northwest corner of the West 1/2 of the West 3/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 20; thence S 00°51'22" E, along the West line thereof, 1289.05 feet to the North line of the South 35.00 feet thereof; thence N 89°16'44" E, along said North line of the South 35.00 feet thereof, 59.94 feet to the **POINT OF BEGINNING**, said point being the point of curvature of a curve, concave Northeasterly, having a radius of 25.00 feet, a delta of 89° 51'54" and a chord of N 45°47'19" W 35.31 feet; thence along the arc of said curve, 39.21 feet to a point of tangency on the East line of the West 35 feet of said West 1/2 of the West 3/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20; thence N 00°51'22" W, along said East line, 2.51 feet; thence N 89°02'06" E 256.34 feet; thence S 01°17'20" E 28.55 feet to the North right of way line of SW 240 Street being also the North line of the South 35.00 feet thereof; thence S 89°16'44" W, along said North right of way line, 231.62 feet to the **POINT OF BEGINNING**.

Containing 0.162 acre (7,047 square feet), more or less.

LEGAL DESCRIPTION
(Temporary Construction Easement)

FL-DADE-022.7 TCE

A parcel of land, lying in and being a part of the Northeast 1/4 of Section 20, Township 56 South, Range 40 East, Miami-Dade County, Florida, being a portion of Parcel 2 of that property described in Official Records Book 26680 at Page 923, Public Records of said county and being more particularly described as follows:

Commence at the Northwest corner of the West 1/2 of the West 3/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 20; thence N 89°19'35" E, along the North line thereof, 77.57 feet; thence S 00°50'37" E 35.01 feet to the **POINT OF BEGINNING**; thence continue S 00°50'37" E 65.19 feet; thence S 89°01'23" W 25.00 feet; thence S 00°50'37" W 1011.17 feet; thence N 89°01'23" E 25.00 feet; thence S 00°50'37" E 100.00 feet; thence N 89°02'06" E 100.15 feet; thence S 00°57'54" E 25.00 feet; thence N 89°02'06" E 26.86 feet; thence N 00°57'54" W 25.00

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feet; thence N 89°02'06" E 136.52 feet; thence S 01°17'20" E 78.76 feet to the North right of way line of SW 240 Street being also the North line of the South 35.00 feet thereof; thence S 89°16'44" W, along said North right of way line, 50.00 feet; thence N 01°17'20" W 28.55 feet; thence S 89°02'06" W 256.34 feet to the East line of the West 35 feet of said West 1/2 of the West 3/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20; thence N 00°51'22" W, along said East line, 1201.49 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 25.00 feet, a delta of 90°10'57" and a chord of N 44°14'06" E 35.41 feet; thence along the arc of said curve, 39.35 feet to a point of tangency on the South line of the North 35 feet of said West 1/2 of the West 3/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20; thence N 89°19'35" E, along said South line, 17.49 feet to the POINT OF BEGINNING .

✓ Containing 0.933 acre (40,656 square feet), more or less. LEGAL DESCRIPTION
(Temporary Access Easement)

FL-DADE-029.600AR TAE No. 1

A parcel of land, lying in and being a part of Section 28, Township 56 South, Range 40 East, Miami-Dade County, Florida, being a portion of that property described in Official Records Book 17289 at Page 4598, Public Records of said County and being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of Section 29, Township 56 South, Range 40 East; thence S 89°52'43" E, along the South line thereof, 5460.80 feet to the Southeast corner of said North 1/2 of Section 29 being also the West line of said Section 28; thence N 01°15'18" W, along said West line of Section 28; 175.03 feet to the POINT OF BEGINNING, thence continue N 01°15'18" W, along said West line 2492.33 feet to the South line of the North 60.00 feet of the West 1/2 of the Northwest 1/4 of said Section 28 being also the South right of way line of the theoretical SW 248 Street (Coconut Palm Drive); thence N 89°22'19" E, along said South line, 18.23 feet to a point hereinafter referred to as Point "A"; thence S 01°36'40" E 207.57 feet; thence S 00°42'03" E 208.07 feet; thence S 01°34'16" E 63.34 feet; thence S 02°27'53" E 28.71 feet; thence S 01°17'49" E 1890.45 feet; thence S 00°24'40" W 94.35 feet to the North line of the South 175 feet of the West 1/2 of the Northwest 1/4 of said Section 28; thence S 89°45'18" W, along said North line, 17.11 feet to the POINT OF BEGINNING .

✓ Containing 1.087 acre (47,362 square feet), more or less.

LEGAL DESCRIPTION
(Temporary Access Easement)

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FL-DADE-029.600AR TAE No. 2

A parcel of land, lying in and being a part of Section 28, Township 56 South, Range 40 East, Miami-Dade County, Florida, being a portion of that property described in Official Records Book 17289 at Page 4598, Public Records of said county and being more particularly described as follows:

Commence at a point previously referred to as Point "A"; thence N 89°22'19" E, along the South line of the North 60.00 feet of the West 1/2 of the Northwest 1/4 of said Section 28 being also the South right of way line of the theoretical SW 248 Street (Coconut Palm Drive), 984.12 feet to the **POINT OF BEGINNING**; thence continue N 89°22'19" E, along said South line, 159.29 feet to the West line of the East 175 feet of the West 1/2 of the Northwest 1/4 of said Section 28; thence S 01°24'36" E, along said West line, 11.91 feet; thence N 86°21'26" W 159.90 feet to the **POINT OF BEGINNING**.

Containing 0.022 acre (949 square feet), more or less.

LEGAL DESCRIPTION
(Temporary Access Easement)

FL-DADE-029.000AR TAE No. 3

A parcel of land, lying in and being a part of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida, being a portion of that property described in Official Records Book 13472 at Page 3090, Public Records of said County and being more particularly described as follows:

Commence at the Northeast corner of said Section 29; thence S 01°15'18" E, along the East line of said Section 29, 60.00 feet to the **POINT OF BEGINNING**; thence continue, S 01°15'18" E, along said East line, 621.84 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 29; thence S 89°31'10" W, along said South line, 11.45 feet; thence N 01°17'49" W 113.48 feet; thence N 02°27'53" W 28.64 feet; thence N 01°34'16" W 63.80 feet; thence N 00°42'03" W 208.06 feet; thence N 01°36'40" W 207.83 feet to the South line of the North 60.00 feet of the East 1/2 of the Northeast 1/4 of said Section 28 being also the South right of way line of the theoretical SW 248 Street (Coconut Palm Drive); thence along said South line

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the following two (2) courses: (1) N 89°19'13" E 11.14 feet; (2) N 89°22'19" E 0.63 feet to the POINT OF BEGINNING.

Containing 0.164 acre (7,129 square feet), more or less.

LEGAL DESCRIPTION
(Temporary Access Easement)

FL-DADE-030.000AR & 031.000AR TAE

A parcel of land, lying in and being a part of the Northeast 1/4 of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida, being a portion of that property described in Official Records Book 13472 at Page 3090, Public Records of said County and being more particularly described as follows:

Commence at the Northwest corner of the Northwest 1/4 of Section 20, Township 56 South, Range 40 East, Miami-Dade County, Florida; thence N 89°22'40" E, along the North line thereof, 2662.34 feet to the Northwest corner of the Northeast 1/4 of said Section 20; thence continue N 89°22'40" E, along the North line thereof, 2662.34 feet to the Northeast corner of said Northeast 1/4 of said Section 20; thence S 01°16'40" E, along the East line thereof, 2645.80 feet to the Northeast corner of said Southeast 1/4 of said Section 20; thence S 01°17'20" E, along the East line thereof, 2646.11 feet to the Northeast corner of said Northeast 1/4 of said Section 29; thence S 01°15'18" E, along the East line thereof, 681.84 feet; to the POINT OF BEGINNING; thence continue S 01°15'18" E, along said East line, 1023.96 feet; thence S 89°55'12" W 10.71 feet; thence N 01°17'49" W, 1023.89 feet; thence N 89°31'10" E 11.45 feet to the POINT OF BEGINNING.

✓ Containing 0.260 acre (11,343 square feet), more or less.

LEGAL DESCRIPTION
(Temporary Access Easement)

FL-DADE-032.000AR TAE No. 4

A parcel of land, lying in and being a part of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida, being a portion of that property described in Official Records

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Book 13472 at Page 3090, Public Records of said County and being more particularly described as follows:

Commence at the Southwest corner of the North 1/2 of said Section 29; thence S 89°52'43" E, along the South line of the North 1/2 of said Section 29, 5460.80 feet to the Southeast corner of the North 1/2 of said Section 29; thence N 01°15'18" W, along the East boundary of said Section 29, 31.23 feet to the **POINT OF BEGINNING**; thence N 19°52'19" W 15.93 feet; thence N 06°20'25" W 98.27 feet; thence N 00°24'40" E 125.31 feet; thence N 01°17'49" W 752.32 feet to the South line of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 29; thence N 89°55'12" E, along said South line, 10.71 feet to East line of said Section 29; thence S 01°15'18" E, along said East line, 990.34 feet to the **POINT OF BEGINNING**.

✓ Containing 0.237 acre (10,311 square feet), more or less.

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MIAMI-DADE COUNTY, FLORIDA SECTIONS 28 & 29, TWP. 56 S, RING. 40 E

FOLI: 30-0024-000-0090
FL-DADE-0024-000-0090
MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
ON 12/20/14

NORTH BOUNDARY OF THE SOUTH 1/2 OF THE
1/4 OF THE NW 1/4 OF
SEC. 28, TWP. 56 S, RING. 40 E

WEST BOUNDARY OF
SEC. 28, TWP. 56 S, RING. 40 E

S. OF 174' E. TIE LINE
N 01° 17' 30" W 174.00'

24' FACT. PIPELINE

SOUTH BOUNDARY OF THE SOUTH 1/2 OF THE
1/4 OF THE SE 1/4 OF THE NW 1/4
OF SEC. 29, TWP. 56 S, RING. 40 E

NOT INCLUDED

LINE TABLE

NO.	BEARING	DISTANCE
1	N 01° 17' 30" W	174.00'
2	N 01° 17' 30" W	174.00'
3	N 01° 17' 30" W	174.00'
4	N 01° 17' 30" W	174.00'
5	N 01° 17' 30" W	174.00'
6	N 01° 17' 30" W	174.00'
7	N 01° 17' 30" W	174.00'
8	N 01° 17' 30" W	174.00'
9	N 01° 17' 30" W	174.00'
10	N 01° 17' 30" W	174.00'
11	N 01° 17' 30" W	174.00'
12	N 01° 17' 30" W	174.00'
13	N 01° 17' 30" W	174.00'
14	N 01° 17' 30" W	174.00'
15	N 01° 17' 30" W	174.00'
16	N 01° 17' 30" W	174.00'
17	N 01° 17' 30" W	174.00'
18	N 01° 17' 30" W	174.00'
19	N 01° 17' 30" W	174.00'
20	N 01° 17' 30" W	174.00'
21	N 01° 17' 30" W	174.00'
22	N 01° 17' 30" W	174.00'
23	N 01° 17' 30" W	174.00'
24	N 01° 17' 30" W	174.00'
25	N 01° 17' 30" W	174.00'
26	N 01° 17' 30" W	174.00'
27	N 01° 17' 30" W	174.00'
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LEGEND

- BASELINE
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- FLORIDA DEPARTMENT OF TRANSPORTATION
- FLORIDA GAS TRANSMISSION COMPANY
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- EXTRA TEMPORARY EASEMENT
- TEMPORARY ACCESS EASEMENT
- OFFICIAL RECORDS

DATE FOR ACQUISITION: 04/24/10

ADDRESS: MIAMI-DADE COUNTY

DATE: 04/24/10

BY: [Signature]

FOR: [Signature]



UNIVERSAL ENSCO, INC.
4440 TOWN CENTER DRIVE - HOUSTON, TEXAS 77036
PHONE: (281) 272-7776
FAX: (281) 272-7777
E-MAIL: ENSCO@ENSOCORP.COM

PROJECT NO. 722015

PERIOD: 1980-1985

DATE: 12/20/14

BY: [Signature]

FOR: [Signature]

PROJECT NO. 722015

PERIOD: 1980-1985

DATE: 12/20/14

BY: [Signature]

FOR: [Signature]

PROJECT NO. 722015

PERIOD: 1980-1985

DATE: 12/20/14

BY: [Signature]

FOR: [Signature]

EXHIBIT B

IN THE ELEVENTH JUDICIAL CIRCUIT COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

FLORIDA GAS TRANSMISSION COMPANY, LLC, a
Delaware limited liability company,

Petitioner,

v.

MIAMI-DADE COUNTY, a subdivision of the State of
Florida, a/k/a Dade County, a/k/a Metropolitan Dade
County, a/k/a Miami-Dade Water and Sewer Authority,
FERNANDO CASAMAYOR, as Tax Collector, and the
unknown assignees, grantees, creditors, lessees, executors,
administrators, mortgagees, judgment creditors, trustees,
lienholders, persons in possession, and any and all other
persons having or claiming to have any right, title or
interest by, through, under or against the above-named
defendants, or otherwise claiming any right, title, or
interest in the real property described in this action,

Defendants.

CASE NO. 10-34781-CA-09

CIVIL DIVISION

PARCEL(S): FL-DADE-022.7
FL-DADE-029.000AR/
FL-DADE-029.600AR/
FL-DADE-032.000AR/
FL-DADE-030.000AR/
FL-DADE-031.000AR

**AGREED UPON AMENDED STIPULATED ORDER OF TAKING
TO CORRECT SCRIVENER'S ERROR AS TO PARCEL
FL-DADE-022.7 TCE NUNC PRO TUNC OCTOBER 14, 2010**

THIS CAUSE came before the Court upon the Stipulation for Entry of an Amended Order of Taking to Correct Scrivener's Error (the "Stipulation") filed by the Petitioner, FLORIDA GAS TRANSMISSION COMPANY, LLC ("FLORIDA GAS") and Defendant, MIAMI-DADE COUNTY ("OWNER"), by and through their undersigned counsel, in connection with the Petition in Eminent Domain ("Petition in Eminent Domain") and Declaration of Taking ("Declaration of Taking"), and in connection with the parties' Joint Motion to Amend the Order of Taking entered by this Court on October 14, 2010 ("Order of Taking") *nunc pro tunc* October 14, 2010, to correct a scrivener's error in Paragraph 8 of Schedule II

69

of such Order of Taking ("Joint Motion"). The Court having reviewed the record and it appearing that the parties hereto were authorized to enter into the Joint Motion, and that the papers filed herein by Petitioner are in proper and sufficient form, and the Court being otherwise fully advised in the premises, it is hereby

ORDERED and ADJUDGED that:

1. Paragraph 8 of Schedule II to the ORDER OF TAKING AS TO PARCELS FL-DADE-022.7, FL-DADE-029.000AR / 029.600AR / 032.000AR & FL-DADE-030.000AR / 031.000AR is hereby Amended nunc pro tunc October 14, 2010 to read as follows:

8. PLACEMENT OF PIPE IN PROXIMITY TO PARCEL FL-DADE-022.7 TCE:
Florida Gas shall not inter pipe or piping on or in Parcel FL-DADE-022.7 TCE. Likewise, Florida Gas shall not cause pipe or piping to be interred on or in Parcel FL-DADE-022.7 TCE.

2. All other provisions of the Order of Taking are unaltered hereby, and remain in full force and effect.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, this _____ day of _____, 2010.

Conformed Copy

DEC 16 2010

Jerald Bagley
CIRCUIT JUDGE
Circuit Court Judge

Copies to:

Jeffrey L. Hinds, Esq.
Debra Herman, Esq.

f:\docs\8-fig\lawsuits\dade\miami-dade-022.7 and access roads\pldgs\drafts\amend ot 22.7.doc

2
65

EXHIBIT C

Instrument Prepared By and Return To:
Right of Way Department
Florida Gas Transmission Company, LLC
1410 Tech Blvd.
Tampa, Florida 33619

Grantee:
Florida Gas Transmission Company, LLC
5051 Westheimer Road
Houston, Texas 77056

Affected Folio No.: 22-3010-010-0010

NATURAL GAS PIPELINE EASEMENT

PARCEL NO: FL-DADE-028

The undersigned, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, ("Grantor") whose principal mailing address is at 111 NW 1st Street, Miami, Florida 33128, for and in consideration of the sum of Ten Dollars (\$10.00) and other value consideration, the receipt and sufficiency of which are hereby acknowledged, grants and conveys to **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, ("Grantee"), whose principal mailing address is at 5051 Westheimer Road, Houston, Texas 77056 and to Grantee's successors and assigns, a nonexclusive perpetual easement solely for the construction and installation by guided boring, directional drilling and/or other trenchless technology, and thereafter replace by guided boring, directional drilling and/or other trenchless technology and maintain, abandon in place, operate, inspect, test, and repair (collectively "Pipeline Operations") an underground pipeline and subsurface appurtenances thereto, solely for the transportation of natural gas (collectively "Pipeline Facilities"), as well as the right to maintain, inspect, test, and repair same (collectively "Pipeline Operations"), over, under and through and upon a parcel of land owned by the Grantor and described in Exhibit "A" attached hereto and made a part hereof, subject to the restrictions herein. The location of the Easement is defined on Exhibit "A-1" attached hereto, and is more particularly described as a fifteen-foot (15') wide permanent easement comprised of a subsurface easement component ("Subsurface Easement") and a surface easement component ("Surface Easement") as described herein and jointly referred to as the "Permanent Easement" or "Natural Gas Pipeline Easement."

The Subsurface Easement component of the Permanent Easement shall be the exclusive right to conduct Pipeline Operations for the Pipeline Facilities within the Easement area at a depth of twenty-five feet (25') or greater below the surface, for the purpose of the construction of the Pipeline Facilities within the Subsurface Easement solely by guided boring, directional drilling and/or other trenchless technology.

The Surface Easement component shall consist of the non-exclusive right of ingress and egress over the Surface Easement Area, at any time, for the purpose of maintenance, operation, inspection, and/or testing of the underground Pipeline Facilities. Notwithstanding the foregoing, prior to entering upon the area within the easement depicted in Exhibit "A-1," (the "Restricted Area"), except in case of an emergency involving the Pipeline Facilities, Grantee must 1) first obtain written approval from Grantor no less than 15 days prior to entering said area, which may be withheld or conditioned in Grantor's reasonable discretion, which must be obtained no less than 15 days prior to entering said area, and 2) pay in advance for Grantor's flagman/and or safety personnel to be present for as long as Grantee requires such access within the Restricted Area.

Pursuant to the Surface Easement component, Grantee may place pipeline markers, safety markers or boxes and guiding cables (collectively the "Pipeline Markers") in the Easement area during the installation of the underground pipeline, as required by applicable law and regulation at the time of installation.

No other activity or improvement by Grantee, either temporary or permanent, shall be permitted in the Surface Easement Area, unless specifically provided herein.

Nothing in this Permanent Easement shall adversely impact the Grantor's or any tenant's rights to utilize the Surface Easement area for surface parking and any other uses not inconsistent with the terms, conditions and provisions of this Natural Gas Pipeline Easement. Grantor reserves the right and may continue to use the property within the Surface Easement area, the airspace above the Surface Easement Area, as well as the property directly under the Surface Easement area and over the Subsurface Easement to a depth of twenty five feet (25') below the surface for any purposes that do not directly interfere with the rights acquired by Grantee hereunder.

As further consideration for the payment made by Grantee hereunder, Grantor and Grantee further agree with respect to the Pipeline Facilities and Pipeline Operations, that:

1. Grantee will install the Pipeline Facilities at a minimum depth of thirty-two feet (32') below the existing surface. However, Grantor shall not permanently reduce the post-construction depth of cover over the Pipeline Facilities below twenty-five feet (25') of the existing grade.
2. Before any excavation of the Surface Easement, the Grantee shall notify the Sunshine State One Call.
3. All notices, requests, demands, and other communications which are required or may be given under this Permanent Easement shall be in writing and shall be deemed to be duly given when received if personally delivered or if sent by certified mail to each party indicated below and addressed as follows:

To Grantor

The Director
Miami-Dade County Transit Department
701 NW 1st Court,
Miami, Florida 33136

The Director
Miami-Dade Water and Sewer Department
3701 SW 38th Avenue
Miami, Florida 33146

To Grantee

Erik Breittinger
Panhandle Energy
5051 Westheimer Road
Houston, Texas 77006

4. Nothing contained in this Natural Gas Pipeline Easement shall be deemed to be or create a gift or dedication of any portion of the Permanent Easement to the general public. Further, notwithstanding anything contained herein to the contrary, any and all rights granted herein to Grantee shall be exercised by Grantee so as to minimize, within reason, any interference with the Grantor's and other's use of the Surface Easement area and surrounding Lands of the Grantor, and shall be exercised by Grantee so as to avoid, within reason, any interference with the use and operation of Grantor's or other's businesses located on the surrounding Lands of the Grantor. ***In no event shall any directional drill access points, be located in the Easement area, nor shall such activities disrupt Grantor's operations.***

5. Upon completion of initial construction of the Pipeline Facilities, and at anytime disruption occurs, the Grantee shall restore the surface to the original contour and condition, including all permitted improvements in the nature of paving, curbs, fences, sidewalks, drainage lines, landscaping, utilities, and other similar improvements, damaged by the Grantee as a result of the Pipeline Operations (including construction, repair, maintenance and operation of the Pipeline Facilities) and utilization of the Surface Easement Area to the condition they were in prior to such damage.

6. The rights of Grantee and Grantor under the provisions of this Natural Gas Pipeline Easement may be assigned in whole or in part, but shall be subject to all of the terms and provisions of this Permanent Easement.

7. Grantee has the right and option to operate the Pipeline Facilities for its own use or to lease, sell or assign any or all of the capacity of the Pipeline Facilities or the rights thereto. Any assignee of Grantee's or Grantor's rights hereunder, in whole or in part, shall be subject to all of the terms and provisions of this Natural Gas Pipeline Easement.

8. Exhibit "A" describes the Lands. Exhibit "A-1" is a sketch that depicts the boundaries of the Permanent Easement and the Surface Easement Area (which is also the surface parameters of the Subsurface Easement). Exhibit "A" and Exhibit "A-1" are attached hereto and by this reference are made a part hereof for all purposes.

9. This instrument incorporates and describes the terms, conditions, provisions and consideration of the parties involved. Grantee and Grantor, in executing and delivering this instrument, represent that Grantee and Grantor have not relied upon any promises, inducements or representations, except as are set forth herein. In addition, nothing contained in this Natural Gas Pipeline Easement shall be deemed or construed to be a release, modification, substitution or amendment of any rights presently owned and held by Grantee or Grantor as reflected in the Official Records of the county in which the Lands are located.

10. The rights, burdens and obligations acquired or assumed by Grantee and Grantor described herein shall inure to, bind and oblige respectively Grantor its successors and assigns and upon Grantee, its successors and assigns.

11. Grantee and Grantor understand and accept that Florida Power & Light Company does have easement rights that pre-date the rights granted herein, as set forth the FPL Easement and as recorded in Official Records Book 2364 at Page 280 and Official Book 3206 at Page 459, of the Public Records of Miami Dade County, Florida. Any rights conveyed herein are subject and subordinate to the easement previously conveyed to Florida Power & Light Company. In the event that the FPL easement or restrictions are released by FPL nothing contained herein shall be construed as maintaining or preserving such restrictions or provisions. In such event, however, Grantor agrees that it shall not construct any habitable structure within the subject easement area unless it first obtains Grantee's consent to such structure, which consent will not be unreasonably withheld.

12. This instrument may be executed in counterparts, all of which together shall constitute a single document.

13. In the event of continuous non-use or abandonment for a period of seven (7) years by the Grantee of the Permanent Easement after securing necessary governmental approvals and, after written notice is provided by Grantor to Grantee of such non-use or abandonment, the easement interest shall revert in its entirety to the Grantor, its successors, or assigns.

14. In the event, by act of nature, causing disruption of the Pipeline Facilities, the Grantee shall assume full responsibility to remediate the disruption without any unreasonable delays.

15. Grantee shall indemnify and hold harmless Grantor and its officers, employees, agents from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of arising out of, the rights granted under this easement, including but not limited to the installation, operation and maintenance of the facilities. Grantee shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions, of any kind or nature, in the name of Grantor where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection shall be the full responsibility of Grantee, and not Grantor, and that the same shall in no way limit the responsibility of Grantee to indemnify, keep, save harmless and defend Grantor or its officers, employees, agents and instrumentalities as herein provided.

IN WITNESS THEREOF, the Grantor hereunto has caused these presents to be executed in its name by the Board of County Commissioners, acting by the Mayor, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid

GRANTOR:

HARVEY RUVIN
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida
**BY ITS BOARD OF COUNTY
COMMISSIONER**

By: _____
Deputy Clerk

By: _____
Mayor

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this _____ day
of _____, 2012, by _____
_____, of Miami-Dade County, a political subdivision, on behalf of
the _____. He/she is personally known to me or has produced _____
_____(type of identification) as identification.

(SEAL)

Notary Public
Name (Printed): _____
Address: _____

My Commission Expires: _____

PLACE APPROVAL LANGUAGE ON BOTTOM RE BOARD RESOLUTION #

EXHIBIT "A"

**Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT**

dated _____, 2012

by and between

**Miami-Dade County, a political subdivision of the State of Florida, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC, as Grantee**

DESCRIPTION OF THE LANDS

Tract A, PALMETTO STATION, according to the map or plat thereof, as recorded in Plat Book 167, Page 60, in the Public Records of Miami-Dade County, Florida.

Being the same lands as described in that certain Deed dated December 12th, 2003 from Gamma Delta Corp to Miami-DadeCounty, recorded in Official Records Book 21839, Page 1576 in the Clerk of Court's Office, Miami-Dade County, Florida.

EXHIBIT "A-1"

Attached to and made a part of that certain
NATURAL GAS PIPELINE EASEMENT
dated _____, 2012

by and between

Miami-Dade County, a political subdivision of the State of Florida, as Grantor
and FLORIDA GAS TRANSMISSION COMPANY, LLC as Grantee

**LEGAL DESCRIPTION AND SPECIFIC PURPOSE SURVEY DEPICTING THE
PERMANENT EASEMENT/SURFACE EASEMENT AREA ON THE LANDS**

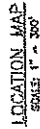
24TH MAIN LINE LOOP
MDC PARCEL NUMBER 22-3010-010-0010
MIAMI-DADE COUNTY, FLORIDA
SECTION 10, TWP. 53 S, RNG. 40 E

PERMANENT EASEMENT

[illegible]

THE SIDE LINES OF SAID FIFTEEN (15) FOOT WIDE PERMANENT EASEMENT ARE TO BE EXTENDED OR SHORTENED TO TERMINATE AT THE GRANTOR'S PROPERTY LINES.

HL-57ADE-028



2011.08.18
09:42:40 -05'00'

THE SEAL AND UNIQUE SIGNATURE APPEARING ON
THIS DOCUMENT IS AUTHORIZED BY THOMAS W.
BROOKS, JR. PEN 6760 AND IS COMPLIANT WITH
F.S.01010-7.0025(X) (c) (b) (c) (d)

2132715 TV LOGO:KIS 3174000001 CHN 01700001

8 P.L. 151A

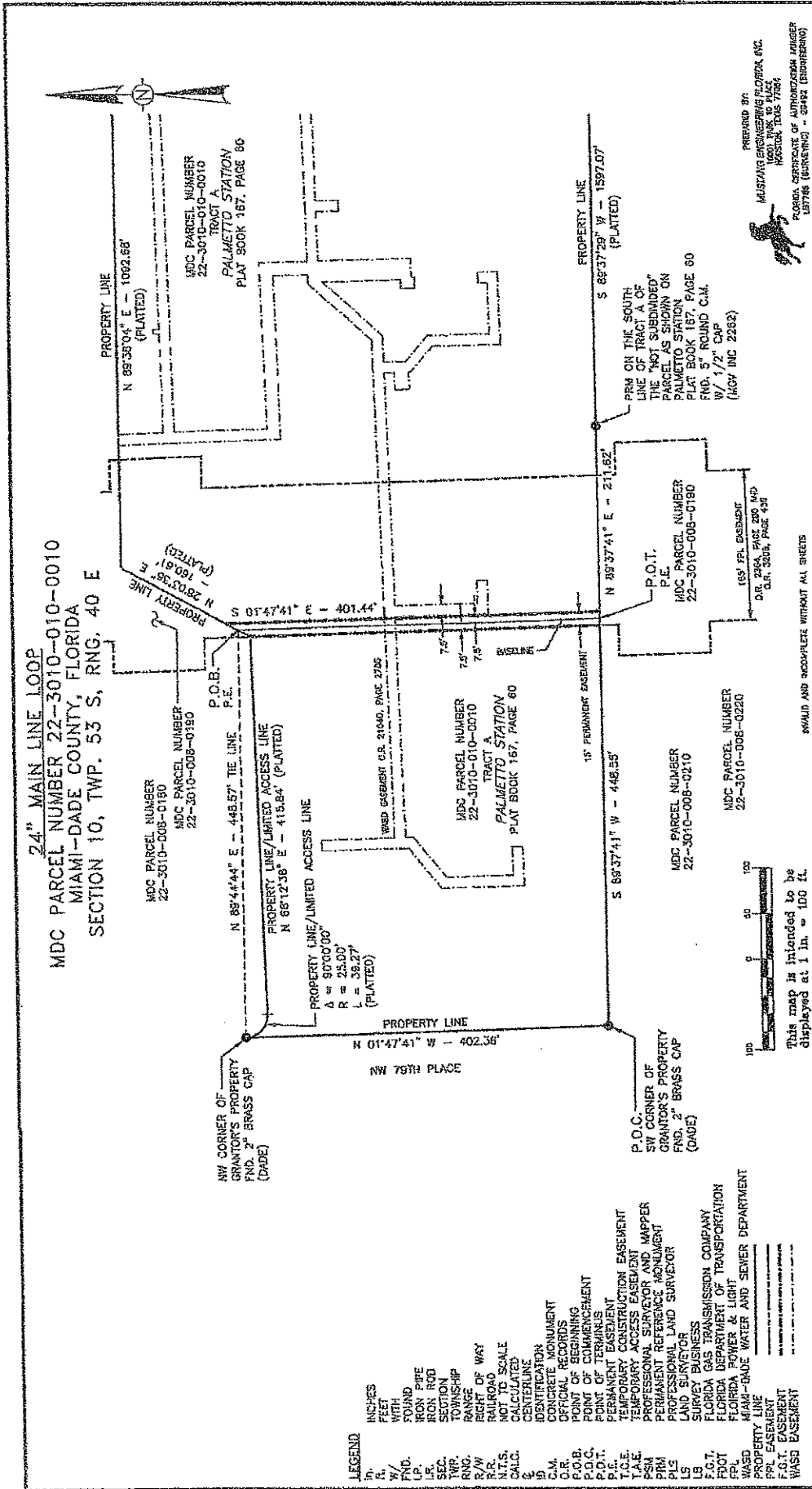
Southern Union/El Paso Affiliate
HOUSTON, TEXAS

ON THE PROPERTY OF
MIAMI-DADE COUNTY
MIAMI-DADE COUNTY, FLORIDA

PREVIOUS DHS, NO

0410-300-13
0410, NO,

5/11/05 2



PREPARED BY: **MASTARD ENGINEERING FLORES INC.**
 1000 TANK 10 PLACE
 HOUSTON, TEXAS 77054
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER
 187766 (SURVEYOR) - 2042 (ENGINEER)

PROJECT NO. **W.O. 772494**
 PREVIOUS ENG. NO. **FL-0048-028**
 SUT. OF **FL-0048-028**
 ENG. NO. **FL-0048-028**
 SUT. OF **FL-0048-028**

Florida Gas Transmission Company
 A Southern Union Energy Company
 HOUSTON, TEXAS

SPECIFIC PURPOSE SURVEY AND DESCRIPTIVE SKETCH OF EASEMENT ON THE PROPERTY OF MIAMI-DADE COUNTY, FLORIDA

NO.	REVISION	DATE	BY	DESCRIPTION
3	REVISED PER LANDOWNER COMMENTS	06-18-11	JM	
2	REVISED PERMANENT EASEMENT	02/15/11	KDJ	
1	ISSUED FOR ACQUISITION	10/13/10	JSK	
1	ISSUED FOR ACQUISITION	10/13/10	JSK	

FILE NAME: 18678/FL-DADE-028.DWG
 SCALE: 1"=100'

EXHIBIT D

This Instrument Prepared By and Return To:
Florida Gas Transmission Company, LLC
c/o Harris Harris Bauerle Sharma
1201 East Robinson Street
Orlando, Florida 32801

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2012, by and between **FLORIDA GAS TRANSMISSION COMPANY, LLC.**, a Delaware limited liability company, ("FGT"), with principal offices at 5051 Westheimer Road, Houston, Texas 77056, **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("COUNTY") whose address is Stephen P. Clark Center, 111 N.W. 1st Street, Suite 220, Miami, Florida 33128, and its successors and assigns.

WITNESSETH THAT:

WHEREAS, FGT is the owner and holder of an easement under the provisions of an Order of Taking entered on October 6, 2011 and recorded on October 20, 2011 in O.R. Book 27865, at Page 1730, Official Records, Miami Dade County, covering lands located in Section 10, Township 53S Range 40E, Miami Dade County, Florida as described in the Order of Taking ("Lands"); and

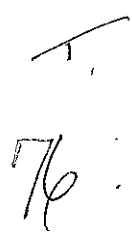
WHEREAS, pursuant to the authority contained in the easement term sheet attached to the Order of Taking, FGT has constructed and currently operates and maintains a 24-inch (24") natural gas pipeline and subsurface appurtenances, (collectively, the "Pipeline Facilities"), across and through the Lands; and

WHEREAS, COUNTY desires to construct, improve, maintain and operate a road (74th Street Improvements) over, through, upon, and/or across a portion of FGT's easement area and the Pipeline Facilities as depicted on Exhibit "A" attached hereto and made a part hereof, pursuant to the terms and provisions of this Agreement; and

WHEREAS, the parties are in agreement there is no conflict between their respective uses; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, FGT and COUNTY agree as follows:

1. FGT grants permission to COUNTY to use FGT's easement area for the sole purpose of constructing, repairing improving, maintaining and operating the 74th Street Improvements over, through, upon, and/or across the FGT Easement Area subject to compliance with the roadway plans attached hereto as Exhibit "B" and the following terms and conditions:



2. COUNTY assumes all risks and liability arising from COUNTY's use of the FGT Easement area. However, nothing contained herein shall constitute a waiver of COUNTY's sovereign immunity under Section 768.28 of the Florida Statutes, or of COUNTY's sovereign rights and powers.
3. COUNTY shall not construct, install, plant or create additional improvements of any kind whatsoever, within the confines of the FGT Easement Area without further consent from FGT. Nothing contained in this paragraph shall impede COUNTY's ability to repair or maintain such improvements.
4. The consent granted by this instrument shall not constitute or be construed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of FGT under the provisions of the easement term sheet attached to the Order of Taking recorded at OR Book 27865 and Page 1730 except as specifically set forth herein.
5. This Agreement in no way constitutes a waiver by FGT of its rights to enjoy the Easement Area in any manner which is not inconsistent with the construction, operation, maintenance or use of the NW 74th Street Improvements as described herein.
6. The provisions included in the easement term sheet attached to the Order of Taking, and all rights, powers, privileges, duties, obligations, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.
7. COUNTY and FGT agree the statements contained in the introductory recitations of this Agreement are true and correct and are incorporated herein by this reference.
8. This instrument and the covenants and agreements herein contained shall extend to and be binding upon COUNTY and FGT and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

WITNESSES:

"FGT"
FLORIDA GAS TRANSMISSION
COMPANY, LLC.

Name: _____

By _____
Name: _____
Title: _____

Name: _____

WITNESSES:

"COUNTY"
MIAMI-DADE COUNTY

Name: _____

By _____
Name: _____
Title: _____

ATTEST: HARVEY RUVIN, CLERK

ACKNOWLEDGEMENTS

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by _____ as _____ of **FLORIDA GAS TRANSMISSION COMPANY, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ (type of identification) as identification.

(S E A L)

Notary Public
Name (Printed): _____

My Commission Expires _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2012, by _____ as _____ of **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida. He/she is personally known to me or has produced _____ (type of identification) as identification.

(S E A L)

Notary Public
Name (Printed): _____

My Commission Expires _____

EXHIBIT "A"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT

Dated _____, 2011

By and between

**FLORIDA GAS TRANSMISSION COMPANY, LLC. and
MIAMI-DADE COUNTY**

LEGAL DESCRIPTION OF THE ENCROACHMENT AREA

**PROJECT #20060444, NW 74 Street
Miami-Dade County
Parcel 121**

Legal Description
(FGT Easement)

PARCEL 121 (part)

A portion of the West 15 feet of Lot 19, Block 1 of LAKEVIEW COMMERCE PARK according to the plat thereof recorded in Plat Book 143, Page 88 of the Public Records of Miami-Dade County, Florida, located in Section 10, Township 53 South, Range 40 East, more particularly described as follows:

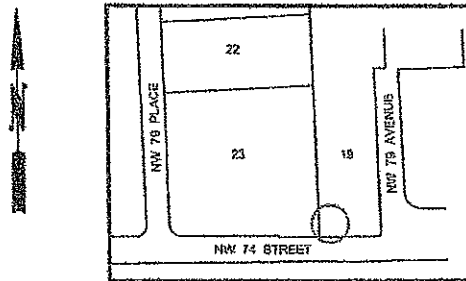
BEGIN at the Southwest corner of said Lot 19 on the North line of the South 40 feet of the Southeast 1/4 of said Section 10; Thence N 01°47'22" W, along the West line of said Lot 19, for 23.08 feet; Thence S 89°06'53" E for 15.02 feet to a point on the East line of said West 15 feet of Lot 19; Thence S 01°47'22" E, along said East line of the West 15 feet of Lot 19, for 22.75 feet to a point on the South line of said Lot 19; Thence S 89°37'30" W, along said South line of Tract 19 which is also the North line of the South 40 feet of said Southeast 1/4 of said Section 10, for 15.00 feet to the Southwest corner of said Lot 19 and POINT OF BEGINNING.

EXHIBIT "A"

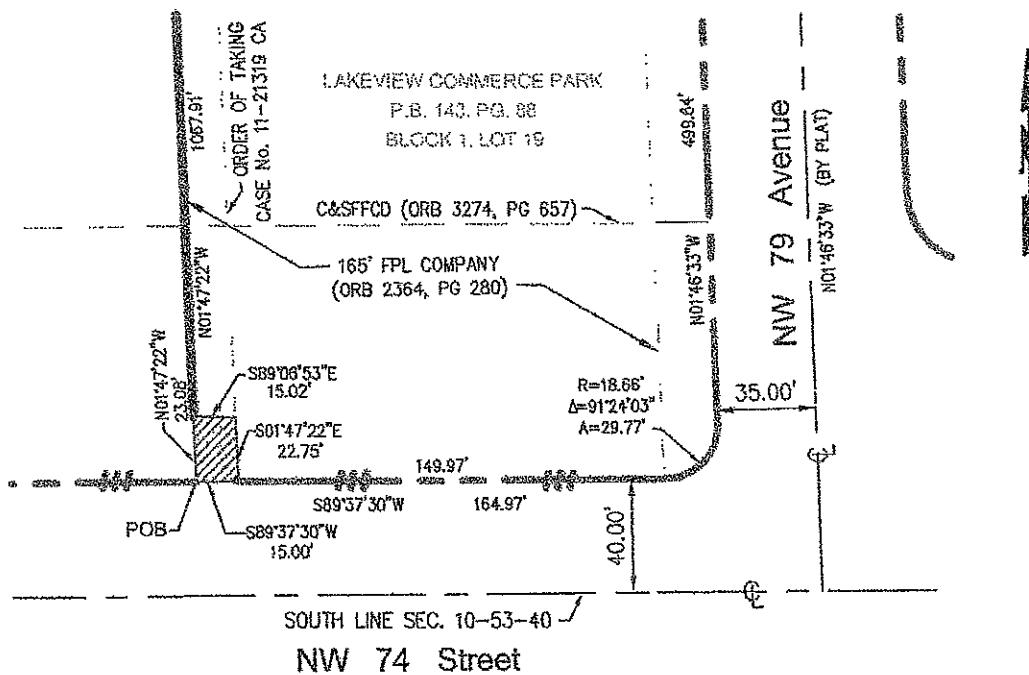
Project 20060444
NW 74 Street
Florida Gas Transmission Encroachment

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SEC 10
TWP 53 S
RGE 40 E



LOCATION MAP
NOT TO SCALE



LEGEND

	RIGHT-OF-WAY LIMITED ACCESS LINE
	RIGHT-OF-WAY LINE
	CENTER LINE
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT
(POB)	POINT OF BEGINNING
€	CENTER LINE
R/W	RIGHT-OF-WAY
(A)	ARC LENGTH
(Δ)	DELTA
(R)	RADIUS
FGT	FLORIDA GAS TRANSMISSION
C&SFFCD	SOUTH FLORIDA FLOOD CONTROL DISTRICT

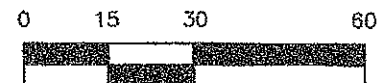
EXHIBIT "A"

(PORTION OF FGT EASEMENT)



ENCROACHMENT AGREEMENT AREA

MIAMI-DADE COUNTY PUBLIC AND
WASTE MANAGEMENT DPT.
LAND DEVELOPMENT/RIGHT OF WAY DIVISION
ENGINEERING SECTION



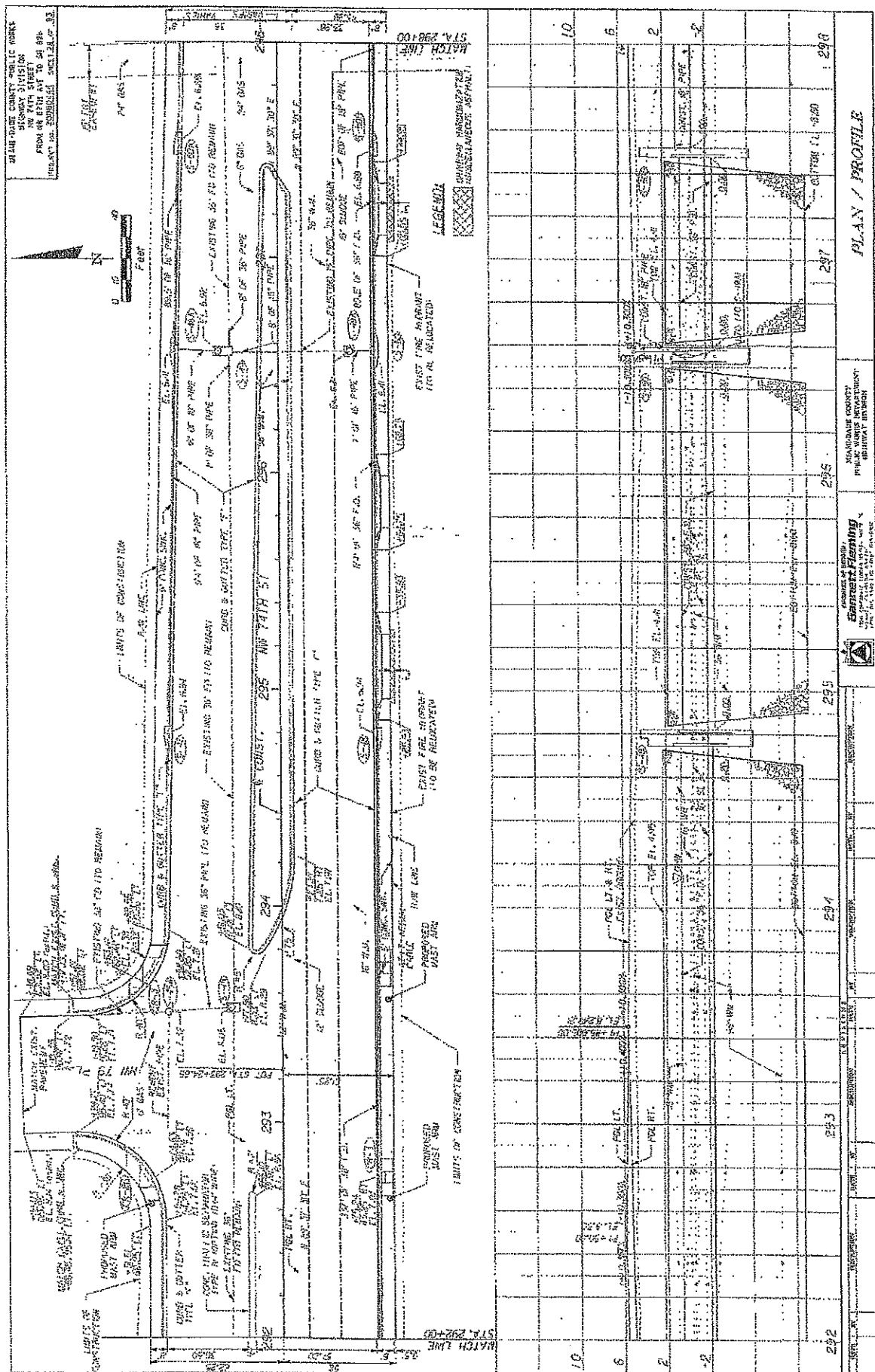
SCALE: 1" = 60'



SCALE 1" = 60'
PREPARED BY: L.E.
DATED: 08-17-12

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EXHIBIT B



SETTLEMENT SUMMARY SHEET

SETTLEMENT:

The total settlement amount payable to Miami-Dade County is **\$295,253.00**, as follows:

For the easement parcels conveyed by County to FGT in the eminent domain case.....**\$200,000.00**

For the additional easement conveyed by County to FGT Parcel 28.....**\$ 48,000.00**

In payment of County's statutory attorney's fees and appraiser's fees.....**\$ 47,253.00**

TOTAL - \$295,253.00

In addition, FGT is partially subordinating its interest as to Parcel 121 for the County's NW 74th Street Project

APPRAISED VALUES

FOR EASEMENTS ACQUIRED IN EMINENT DOMAIN CASE:

FGT - \$147,489.40 – Barry Diskin, MAI, Appraiser

COUNTY - \$159,512.00 – Phil Holden, MAI, Appraiser

SETTLEMENT - \$200,000.00

FOR ADDITIONAL EASEMENT ACQUIRED FROM COUNTY BY FGT (Parcel 28):

FGT - \$27,100.00 – Barry Diskin, MAI, Appraiser

COUNTY - \$27,100.00 – Phil Holden, MAI, Appraiser (concurrence)

SETTLEMENT - \$48,000.00

This proposed settlement with FGT was reached in an effort to settle (i) all disputed claims in the eminent domain litigation, (ii) compensation and terms of the conveyance to FGT from the County of the additional easement, and (iii) in settlement of the terms of the encroachment agreement from FGT to the County. The settlement amounts are based upon FGT's offer to settle, in light of FGT settlements of other properties along the same corridors within this settlement range, as well as in accordance with the upper range of comparable properties in the respective appraisals, referenced above.

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